



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Jun 13 2017 10:05AM - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request
<input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda
<input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:
EE-28.

TITLE:
Recommendation of \$500,000 or Greater - 18-002V - Healthcare Services

REQUESTED ACTION:
Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: July 1, 2017, through June 30, 2020, 3 Years; User Department: Coordinated Student Health Services; Award Amount: \$11,250,000; Awarded Vendor(s): CR & RA Investments, Inc., d/b/a Integrity Health Services; Sierra Lifecare, Inc.; Maxim Healthcare Services, Inc.; Minority/Women Business Enterprise Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida, received eleven (11) proposals in response to RFP 18-002V - Healthcare Services. This RFP provides school healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Education Act (IDEA). Pediatric healthcare, medical training, and educational assistance is included in the RFP.

A copy of the bid documents are available online at:
http://www.broward.k12.fl.us/supply/agenda/18-002V_HealthcareServices_Addendum2.pdf
These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
The financial impact to the District will be \$11,250,000. The funding source will come from funds already included in various school, department, or center budgets, and from the IDEA grant. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreements-3 (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Price Comparison and Negotiated Savings (6) Supplier Evaluations-3

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Marcia Bynoe	Phone: 754-321-1575
Name: Mary C. Coker	Phone: 754-321-0505

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature: *Maurice Woods*
6/2/2017, 10:54:16 AM

Approved In Open Board Meeting On: JUN 13 2017

By: *Abby M. Freedman*
School Board Chair

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Greater 18-002V – Healthcare Services

The Request for Proposal (RFP) 18-002V – Healthcare Services provides healthcare services to the students of The School Board of Broward County, Florida. This RFP provides Registered Nurses, Licensed Practical Nurses, and non-licensed assistive healthcare personnel (e.g. Health Support Technicians, and Medical Assistants) to District students with special needs and chronic health conditions. Student Individual Educational Plans (IEPs) or 504 Plans reflect these services, when necessary, for students with chronic health conditions; such as diabetics, asthmatics, cystic fibrosis, seizure, hypersensitivity to allergens, and other medical conditions. Based on the acuity level health care, some students receive services for specified number of hours during the school day, while some students require services for the full day or direct one-to-one care. This also includes nursing services for students while being transported to and from school or to off-site school activities and substitute nursing staff coverage for District nurses.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of June, 2017, by and between

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

and

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

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-002V – Healthcare Services (hereinafter referred to as "RFP"), dated January 20, 2017 and amended by Addendum No. 2, dated February 10, 2017, and Addendum No. 1, dated February 3, 2017, all of which are incorporated by reference herein, for the purpose of receiving proposals for healthcare services; and

WHEREAS, VENDOR offered a proposal dated February 14, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

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

ARTICLE 1 – RECITALS

1.0 **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

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2017** and conclude on **June 30, 2020**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.01 **Description of Services Provided.** VENDOR shall provide SBBC with the service requirements as proposed in its Proposal and in compliance with this Agreement, and the RFP and its Addenda, and as specified in **Attachment A – Scope of Services, Attachment B – Healthcare Service Requirements, Attachment C – Healthcare Duties and Services – Direct Healthcare Provider to Student Ratio, and Attachment D – Coordinated Student Health Services – Nursing Activities.**

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

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 18-002V – Healthcare Services, then;
- Fifth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Cost of Services.** SBBC shall pay VENDOR for cost of services satisfactorily rendered for healthcare services for:

- Registered Nurse Supervisors \$32.00/hr
- Registered Nurse (RN) \$30.00/hr
- Licensed Practical Nurse (LPN) \$28.00/hr
- Respiratory Therapist (RT) \$30.00/hr
- Un-licensed Assistive Personnel \$16.50/hr
- Training No Charge

Costs shall not exceed the amount as stated above and on the Purchase Order. VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the Agreement. VENDOR may invoice SBBC at an hourly rate less than their bid price(s) as stated above.

2.04 **Inspection of Vendor 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.

(a) **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 the 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 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.

(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.

2.05 **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
Fort Lauderdale, Florida 33309

With a Copy to: Regional Accounts Manager
Integrity Health Services
3511 W. Commercial Blvd, Suite 302
Fort Lauderdale, Florida 33309

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

2.07 **Insurance.** VENDOR shall comply with the following insurance requirements throughout the term of the Agreement.

- a) **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

- b) **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- c) **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:** Limits not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- d) **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- e) **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- f) **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.
- g) **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as an additional insured.
 - 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
 - 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- h) **CANCELLATION OF INSURANCE:** Vendors are prohibited services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits coverages or endorsements, herein throughout the term of this Agreement.

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.

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 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party

contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **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.

3.08 **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.

3.09 **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.

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

from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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

3.11 **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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **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.

3.14 **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.

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

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

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

3.18 **Incorporation by Reference.** Attachment A, Attachment B, Attachment C, and Attachment D are-attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

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

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

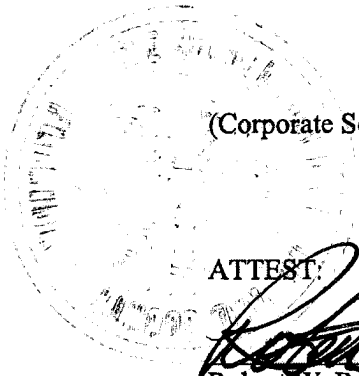
3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable 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.

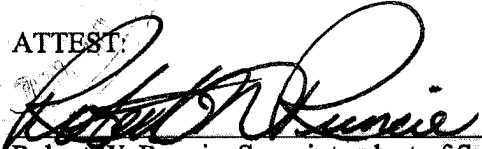
3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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



(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M. Smith,
Esq.

Office of the General Counsel

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.05.29 21:00:42 -04'00'

FOR VENDOR

(Corporate Seal)


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

ATTEST:

By 

-or-


Witness


Witness

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

STATE OF Florida


COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 23 day of May, 2017 by CARLOS RIVERA of

CR + RA Investments, Inc, on behalf of the corporation/agency.

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

My Commission Expires:


Signature - Notary Public
Natalie Gonzalez
Printed Name of Notary
9/25/2020
Notary's Commission No.

(SEAL)



STATEMENT OF WORK/SCOPE OF SERVICES

1. VENDOR shall provide all service requirements as stated in **Attachment B** of this Agreement.
2. **Medicaid Billing and Documentation** – VENDOR shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.
3. **Reports and Documentation** – VENDOR shall maintain and store medical records as agreed upon by SBBC. These records shall contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment and reports to and from physicians. Progress notes must reflect true intervals for services rendered.
4. **Staff Development Plan** VENDOR shall provide a staff development plan as indicated below:
 - A. Orientation of all new employees/returning employees with twelve (12) months or more absence.
 - B. Periodic supervision of personnel by the appropriate supervisor.
 - C. Program annual address at a minimum:
 - OSHA, State, Federal and ACHC guidelines and regulations
 - HIPPA and confidentiality of patient information
 - Understanding documentation and following the plan of care
 - Patient's rights and responsibilities
 - Cultural diversity om healthcare
 - Ethics/ethics committee
 - Professional boundaries
 - Communication barriers
 - Inflection control/including HIV, TB, BHW and hepatitis
 - Employee patient safety and incident reporting
 - Emergency preparedness/CEMP
 - Medicaid/Medicare/Insurance fraud and abuse
 - Compliance plan
 - Complaints/grievances and resolutions
 - Identifying and porting suspected abuse, neglect or exploitation
 - D. Ongoing opportunities for clinical and support personnel to receive education and training in areas indicated as the result of performance improvement monitoring.
 - E. Ongoing opportunities for all personnel to participate in training activities conducted by SBBC or by outside sources.
 - F. Information regarding educational opportunities offered by other agencies will be posted on employee bulletin boards. Employees may receive notification of upcoming educational programs for which they have an interest through postings, memos or emails.

STATEMENT OF WORK/SCOPE OF SERVICES

- G. Employees whose educational experiences may be limited due to financial hardship may discuss their situation with the Administrator, to see if aid is available and appropriate.

All staff development activities are overseen by the Director of Nursing Services and Administrator/designee. The coordination of all staff development activities is the responsibility of the Administrator/designee.

All staff development activities are to be appropriately documented.

All direct care staff are required to have a minimum of 12 hours/year of in-service training; non-direct care staff are required to have a minimum of 8 hours/year of in-service training.

DOCUMENTATION

The documentation of all staff development activities are to be as follows:

1. Orientation of new employees-Employee Orientation Checklist Form. The original of this form is to be filed in the applicable employee's personnel file.
2. Supervision of personnel - records maintained by the applicable individual providing the supervision. Periodic reports to be filed in the applicable employee's personnel file.
3. Internal In-Services - In-Service Education Record Form in the applicable employee's personnel files.
4. External in-service/conferences/symposiums/educational programs: A copy of certificate of attendance/completion, letters, etc. is to be filed in the applicable employee's personnel file with a second copy in the In-Service Records book.
- E. Participation in staff development activities shall be reflected in the annual evaluation as a means to assist in the ongoing determination of employee competency.

REFERENCE MATERIALS

VENDOR recognizes the importance of individualized professional development. learning needs may be evaluated based on outcome data from competency assessments, obtaining information from staff regarding their learning needs, and from personnel input regarding the effectiveness of program offered by VENDOR.

Also, a small lending library is available for use at VENDOR's office.

Articles and video tapes specific to the populations served are available for use by contacting the Administrator/designee.

STATEMENT OF WORK/SCOPE OF SERVICES

In addition, VENDOR has budgeted monies for staff development activities including materials, journals, books, registration fees, etc. Personnel may make specific requests to the Administrator for such items.

Reference materials include, but may not be limited to:

- Nursing Journals
 - General clinical references
 - Drug reference books
 - Clinical guidelines
 - Current medical dictionary
 - Current state of Florida statutes and Rules
 - Internet access
5. **Healthcare Services for the District:** VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. **VENDOR must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from VENDOR, denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
6. **Authorization of Healthcare Services:** VENDOR shall initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four hour timeline they must notify CSHS as soon as possible. VENDOR assignments may be determined based on level of experience and training of VENDOR's personnel.
7. **Completion of Care Plans:** VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with chronic health condition(s) during the school year, Care Plans must be completed by the 3rd Wednesday of each month from the start of the contract.
8. **Data Collection:** The following forms must be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
- Monthly Quality Improvement (MQI)
 - Diabetic Student Teaching
 - Medical Fragile Student Monthly Medical and Insurance Status Report
 - Medical Fragile Supervisory Quality Improvement (QI) Check List.
 - Clinic RN Supervisory School Visit
 - Clinic Daily Data Collection Worksheet
 - Clinic Monthly Data Collection Data Collection Form
 - Report of Medication Error
 - CSHS Incident Report

STATEMENT OF WORK/SCOPE OF SERVICES

9. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete for each VENDOR's personnel before assignment of the nurse to the school health room and medical fragile student.
10. **Communication Binder:** VENDOR shall maintain communication binder in the health room in accordance with District protocol.
11. **Medication Management:** VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department. The corrective action must be resolved within thirty (30) days from date of corrective action is issued.
12. **Professional Development of VENDOR's Staff:** All VENDOR's staff working in the behalf of the Broward County Public Schools must attend professional development workshops held three (3) times per school year.
13. **RN Supervision Ratio:** VENDOR must maintain a RN supervisory ratio of 1:25 for nurses assigned to school health rooms. VENDOR must maintain a RN supervisory ratio of 1:25 for nurses assigned to medical fragile students for 1:1 nursing care.
14. **Healthcare Staffing Coverage:** VENDOR shall provide immediate staffing coverage for absence of nurse assign to a specific location. Nurses unable to fulfill their required assignment must first notify their VENDOR's supervisor and then the school.
15. **Required Nursing Activities:** VENDOR shall provide the required nursing activities as designated in **Attachment D** of this Agreement.
16. **Director of Nursing and Nursing Supervisors:** VENDOR must attend monthly, or as needed, a Director of Nursing meeting with Coordinated Student Health Services staff as required.
17. **Recommended Staffing Structure:** VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development and problem solving of issues and concerns.
18. **Notification(s):** VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status or services for medical fragile and chronic health students. No transfer of services are permitted from one agency to another without CSHS authorization.
19. **Written Notification:** VENDOR shall provide a thirty (30) day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to student or school.

ATTACHMENT A

STATEMENT OF WORK/SCOPE OF SERVICES

20. **Registered Nurse:** VENDOR's RN shall perform nursing assessment, create a plan of care and attend 504 and IEP meetings at assigned school, and any other required RN duties.
21. **Communication Process:** All Healthcare Personnel assigned to the school health room or to medical fragile students must adhere to the following process. If an issue or concern arises, the Principal or Principal's designee must be notified immediately along with the VENDOR's supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services must also be notified immediately. The VENDOR's supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved then the VENDOR's supervisor must contact the Coordinated Student Health Services Department.
22. It is the VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements and laws for health services.
23. VENDOR's nursing supervisor shall introduce school nurse and medical fragile nurse to school administrators and/or necessary school staff, and provide role and responsibilities of nurse upon assignment to the school or medical fragile student. Clinic nurses and nurses assigned to medical fragile students at the same school site must collaborate.
24. **School Health Plan:** VENDOR shall obtain a copy and be familiar with the current School Health Plan as provided by Coordinated Student Health Services Department.
25. **Pediatric Healthcare Professional:** VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.
26. **Services:** VENDOR shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:
 - a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - b) Administering medication
 - c) AED/CPR/First Aid
 - d) Administration of emergency medication (for example: Epi-Pen, Glucagon, Diastat, etc.)
 - e) Nebulizer treatments
 - f) Catheterization
 - g) Changing dressings
 - h) G-Tube feeding
 - i) Tracheotomy care
 - j) Suctioning
 - k) Caring for ventilator dependent children
 - l) Training SBBC staff on various health procedures
 - m) Administration of oxygen
 - n) Case management of students with healthcare conditions
 - o) Development of Individual Student Health Care Plans and Emergency Care Plans
 - p) Meet State requirements of the School Health Plan

STATEMENT OF WORK/SCOPE OF SERVICES

- q) Provide orientation and updates on SBBC policies and procedures to VENDOR licensed and unlicensed assistive personnel
- r) Adhere to all SBBC Policies and Procedures for Healthcare Services
- s) Comply with all State and SBBC Core Health Services requirements

27. **Business Associate Agreement** - VENDOR agrees to all terms and conditions of the SBBC's Business Associate Agreement as stated in the RFP.

HEALTHCARE SERVICE REQUIREMENTS**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

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

HEALTHCARE SERVICE REQUIREMENTS**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. Healthcare Supervision:** VENDOR shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors shall complete and submit Quality Improvement Reports to CSHS monthly and any documentation requested by the Director of Coordinated Student Health Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program VENDOR shall provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) VENDOR staff working in the School Health Room, on-site school classrooms, and medical fragile student, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.
- G. Interviewing Healthcare Personnel:** SBBC reserves the right to interview RNs, LPNs, RTs and non-licensed assistive healthcare personnel prior to placement. SBBC reserves the right to reject any personnel prior to placement, healthcare professionals that do not meet the requirements of this RFP and/or are "problem" healthcare provider(s) and shall be replaced, by VENDOR, within thirty-six (36) hours of request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectfulness, refusal to perform required tasks, etc. Failure of the VENDOR to replace the above personnel, as required, may result in default of their contract.
- H. Replacement Personnel:** Replacement personnel (substitutes or long-term) must have credentials equivalent to the individual whom they replace and their credentials must be maintained by VENDOR.
- I. Identification/Attire/Cell Phones:** It is mandatory that VENDOR's personnel have a current SBBC vendor ID badge, in addition to their agency ID badge, with the appropriate licensure/certification noted, e.g. RN, LPN, HST on their person(s) at all times and prior to assignment. Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only. No excessive jewelry i.e. large earrings, large necklace, multiple bracelets and rings, and no hats
- J. Attendance/Punctuality:** All healthcare personnel are to call their agency as soon as they know that they will not be available for a scheduled shift or will be late. VENDOR shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system.
- K. Changes in Services:** VENDOR shall provide SBBC with all changes of services in writing. VENDOR shall provide SBBC a minimum of twenty (20) days' notice of any reduction and/or changes in the amount of services.

HEALTHCARE SERVICE REQUIREMENTS

- L. **SBBC's School Day Calendar:** VENDOR is responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by Coordinated Student Health Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>
- M. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services.

Coordinated Student Health 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, shall not be accepted and no cost shall be incurred by SBBC.

- N. **Billing Instructions, Time Keeping and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and work performed, shall be submitted to: **SBBC, Coordinated Student Health Services, 1400 NW 14th Court, Fort Lauderdale, FL 33311 or as deemed appropriate by CSHS.** CSHS shall submit approved invoices for payment to Accounts Payable Department. Services are required in accordance with the school day schedule and VENDOR may bill only for actual hours worked. VENDOR must use the District approved Time Sheet when SBBC's Kronos time clock is not working.

VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse the VENDOR for services provided.

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

Kronos is the software application used by SBBC to track the VENDOR's time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and will replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock, to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day they are assigned to work. A Kronos Time Clock User Agreement must be signed by each nurse and returned to Coordinated Student Health Services. A sample of the user agreement was provided in the RFP.

HEALTHCARE SERVICE REQUIREMENTS

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

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

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

- II. **HEALTHCARE PERSONNEL & GENERAL INFORMATION** Response to invoice discrepancies from VENDOR must be submitted to ESE/SS within five business days from date of request, otherwise invoices shall be paid as determined by ESE/SS and no future requests by VENDOR for additional payment shall be honored.
- III. **HEALTHCARE DOCUMENTATION:** VENDOR 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 by Coordinated Student Health Services. These forms can be found on the Coordinated Student Health Services Department's website:
<http://www.browardhealthservices.com/forms/>.
 It is the VENDOR's responsibility to ensure that all necessary staff receives training on forms and electronic media for documentation.
- A) **Authorization of Medication/Treatment:** An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students.
- 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). VENDOR'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.

HEALTHCARE SERVICE REQUIREMENTS

- C) **Diabetes Authorization of Medication/Treatment:** A “Diabetes Medication/Treatment Authorization” form signed by the physician and parent/guardian is required for VENDOR’s personnel to deliver medications and treatments to students with Diabetes.
- D) **Daily Diabetic Log:** VENDOR 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:** Copies of all healthcare/nurses notes for medical fragile students must be given to the student’s school at the end of the school year. These notes must be placed in the students CUM Health Record folder. If there is a termination of services the copies must be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services
- F) **Student Healthcare Plan:** VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by VENDOR’s RN. The plans shall be placed in the student’s health record in the health room. A copy of the student care plan must be provided the Principal/designee. The EAP is to be reviewed with school staff by the VENDOR’s RN and a copy provided to school staff. All student health records shall be filed in the student’s cumulative health folder. Also, VENDOR shall provide clear documentation when there is a change in the student’s healthcare needs that may warrant a change in their immediate level of care.
- G) **Student Clinic Pass:** VENDOR shall utilize SBBC “Student Clinic Pass” to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student’s cumulative health folder.
- H) **Daily Clinic Log:** VENDOR 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:** VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to the Florida Department of Health School Health Program manager.

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

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

The following is a list of key responsibilities for the healthcare personnel providing direct care to students:

(This list is not all inclusive of the responsibilities required.)

1. VENDOR's personnel must accompany the student to and from school daily, unless otherwise directed. VENDOR's personnel must use the Kronos time system to record arrival and departure from school premises. District approved time sheets must be used to record arrival and departure times from student residence with parent/guardian signature for verification.
2. VENDOR's personnel shall remain with the student throughout the school day and render care as ordered by the Physician. Notify CSHS, in writing within 24 hours, of any absences from school inclusive of the reason for the absence.
3. Nurses assigned to medically fragile students must have a nursing documentation binder created and sectioned as follows. The Nursing Documentation Binder is to accompany the nurse at all times.
 - **Section 1:** Physician's Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
 - **Section 2:** Medication and Procedure log documentation in the school setting
 - **Section 3:** Daily completion of flow chart/narrative documentation which reflect the student's medical diagnoses and medical orders.
 - **Section 4:** Training/Licensure documents of nurse
 - **Section 5:** Documentation of training to school staff
 - **Section 6:** Supervisor Visit documentation
4. All health procedures and treatments must be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. Parent/guardian must also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms must be submitted to CSHS at least one week prior to the expiration of the current authorization.
5. All documentation of care for students must be on CSHS approved forms. Students are identified as such at the top of the forms:
6. VENDOR's personnel shall meet the student's personal care and needs.

Coordinated Student Health Services
Nursing Activities

Activity	Description
Grade Level Screenings	<p>Grade-level screenings of students are central to identifying health problems that may adversely impact health and school performance.</p> <ul style="list-style-type: none"> ▪ Vision screenings are required for all students in kindergarten (k), 1st, 3rd, and 6th grades and new to state in grades k through 5th. ▪ Growth and development screenings are required for students in 1st, 3rd, 6th, and 9th grades. Student's growth and development are evaluated with BMI according to current CDC recommendations. BMI results are graphed and calculated using the student's height, weight, age or birth date, and gender. ▪ District Health Techs conduct vision, BMI and hearing screenings.
Pediculosis	Provide visual examination of the scalp or skin to screen for head lice, referral, and follow-up services to students, siblings, and classmates.
Record Review	Complete review and assessment of student records, such as the cumulative health record, emergency health information, and incoming medications, to determine immunization, health status and identify any significant health risks or problems. The record review consists of review of: 1) Florida Certificate of Immunization DH Form 680; 2) School Entry Physical Examination DH Form 3040; 3) Emergency health information; and, 4) Health screening information.
Nursing Assessment and Counseling	Nursing assessments are conducted to identify the health needs and resources of students and their families. This primary and ongoing process includes health history, observation, physical assessment, monitoring patient and family reactions, interviewing to ascertain social and emotional stability, and identification of risk factors arising from social, physical, or environmental conditions. This assessment provides the basis for nursing diagnoses and helps to determine the need for an Individualized Health Care Plan (IHCP) and Emergency Care Plans
Medication Administration	Medication administration includes the Contracted Agency personnel member verifying the identity of the student, the medication, the medication dose, route of administration and time for administration, and matching these data with the medication order written by the child's physician. It also includes assisting the student in the ingestion, injection and application or monitoring the self-administration of the medication, and contacting the child's primary care physician when necessary. The documentation on the medication log and in the students' health record is considered part of medication administration.

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

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

11/16

AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of June, 2017, 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, Maryland 21046

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-002V – Healthcare Services (hereinafter referred to as "RFP"), dated January 20, 2017 and amended by Addendum No. 2, dated February 10, 2017, and Addendum No. 1, dated February 3, 2017, all of which are incorporated by reference herein, for the purpose of receiving proposals for healthcare services; and

WHEREAS, VENDOR offered a proposal dated February 13, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

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

ARTICLE 1 – RECITALS

1.0 **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

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2017** and conclude on **June 30, 2020**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.01 **Description of Services Provided.** VENDOR shall provide SBBC with the service requirements as proposed in its Proposal and in compliance with this Agreement, and the RFP and its Addenda, and as specified in **Attachment A – Scope of Services, Attachment B – Healthcare Service Requirements, Attachment C – Healthcare Duties and Services – Direct Healthcare Provider to Student Ratio, and Attachment D – Coordinated Student Health Services – Nursing Activities.**

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

- First: This Agreement, then;
- Second: Addendum No. 2, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 18-002V – Healthcare Services, then;
- Fifth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Cost of Services.** SBBC shall pay VENDOR for cost of services satisfactorily rendered for healthcare services for:

- Registered Nurse Supervisors \$32.00/hr
- Registered Nurse (RN) \$30.00/hr
- Licensed Practical Nurse (LPN) \$28.50/hr
- Respiratory Therapist (RT) \$30.00/hr
- Un-licensed Assistive Personnel \$16.00/hr
- Training No Charge

Costs shall not exceed the amount as stated above and on the Purchase Order. VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the Agreement. VENDOR may invoice SBBC at an hourly rate less than their bid price(s) as stated above.

2.04 **M/WBE Participation.** As consideration for being awarded this Agreement, VENDOR shall maintain Orange Tree Staffing, LLC at a 25% participation, Certificate #7007-6883 to provide nursing staff and aids to supplement VENDOR's placement of personnel.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.05 **Inspection of Vendor 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.

(a) 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 the 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 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.

(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.

2.06 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: Maxim Healthcare Services, Inc.
7227 Lee Deforest Drive
Columbia, Maryland 21046

With a Copy to: Business Development Manager
Maxim Healthcare Services, Inc.
6301 NW 5th Way, Suite 5010
Fort Lauderdale, Florida 33309

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

2.08 **Insurance.** VENDOR shall comply with the following insurance requirements throughout the term of the Agreement.

- a) **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- b) **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- c) **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:** Limits not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- d) **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- e) **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- f) **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.
- g) **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as an additional insured.
 - 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
 - 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- h) **CANCELLATION OF INSURANCE:** Vendors are prohibited services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits coverages or endorsements, herein throughout the term of this Agreement.

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.

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 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party

contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **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.

3.08 **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.

3.09 **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.

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

from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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

3.11 **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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **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.

3.14 **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.

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

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

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

3.18 **Incorporation by Reference.** **Attachment A, Attachment B, Attachment C, and Attachment D** are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

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

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

3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable 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.

3.28 **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.



(Corporate Seal)

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Abby M. Freedman*
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M. Smith,
Esq.

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.05.30 09:17:24 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

MAXIM HEALTHCARE SERVICES, INC.

ATTEST:

By Kirstyn Estes

Brimley
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 Maryland

COUNTY OF Howard

The foregoing instrument was acknowledged before me this 23rd day of May, 2017 by Kirstyn Estes of Maxim Healthcare Services, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced Employee ID badge as identification and did/did not first take an oath.

My Commission Expires: 3-17-2021

Cynthia Jones
Signature - Notary Public

(SEAL)

Cynthia Jones
Printed Name of Notary

Notary's Commission No.

STATEMENT OF WORK/SCOPE OF SERVICES

1. **VENDOR** shall provide all service requirements as stated in **Attachment B of this Agreement.**
2. **Medicaid Billing and Documentation** – **VENDOR** shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. **VENDOR** shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.
3. **Reports and Documentation** – **VENDOR** shall maintain and store medical records as agreed upon by SBBC. These records shall contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment and reports to and from physicians. Progress notes must reflect true intervals for services rendered.
4. **Staff Development Plan** - **VENDOR** shall provide a staff development plan as indicated below:
 - A. New employees must complete all required elements of the orientation program prior to first assignment.
 - B. All employees will have skills validated and competency assessed through a variety of methods to include written and verbal exam(s), and return demonstration. The orientation and training program will consist of computer-based training (CareDox, Kronos, etc.) and programs, classroom and/or direct instruction and field observation, as applicable.
 - C. Example of the orientation topics given to **VENDOR**'s nurses
 - Nurse Role and Responsibility
 - Scope of Services expected to be performed under this contract
 - Blood Borne Pathogens
 - Safety
 - Emergency Management Process
 - First Aid
 - Performance Improvement Program
 - Incident Report Process
 - Abuse and Neglect
 - Pediatric Physical Assessment
 - Safe Travels with Special Needs Child
 - Professional Boundaries
 - Following the Plan of Care
 - Patient's Rights
 - Medication Administration
 - Pain Management
 - Advance Directives

STATEMENT OF WORK/SCOPE OF SERVICES

- Treatment of Child/Student with Chronic Health Needs: Asthma, Diabetes/Insulin, Seizure Disorders/Seizure Control
- Treatment of Child/Student with Acute Health Needs: Seizure Activity, Diastat, Vagus Nerve Stimulator, Diabetic Management/Insulin Pump
- Care of the Sick Child in the School Setting
- Documentation

- D. VENDOR shall provide a customized designed training curricula to increase the quality of care for students of SBBC requiring medical care. VENDOR has developed specialized pediatric training on Diabetic care, pediatric nursing, asthma, screenings, and behavioral diagnosis. This training can be given to each employee at our skills lab located in VENDOR's local Ft. Lauderdale office.

The lab is equipped with a pediatric mannequin and allows for training in assessing accurate vital signs, tube feeding, and changing, seizures, tracheotomy and ventilator training/changing/suction, cough assist, CPT vests, first aid, and CPR. This specialized training prepares even the most seasoned nurse to provide the highest level of care and maintain the skills necessary to address routine and emergency medical situations for youth patients.

- E. To foster continuous employee development, VENDOR offers their *Clinical Center of Excellence* as an online resource to all employed and contracted caregivers at no additional cost. This portal serves as a central location for role-specific training and job aids that provide the latest information on company processes and industry best practices. Examples of these educational resources include Joint Commission-developed healthcare tools, standards from the Accreditation Commission for Health Care and a virtual Clinical Publication Library with access to more than 45 medical journals, including medical journals focused on Pediatric Medicine.

Our on-line professional development resources also include MyMaximConnect (MMC) our training portal which includes material through our partnered external sources, such as MedCom, for accredited professional development with some curricula offering continuing education units (CEUs). The following are examples of such curricula offered:

Pediatric Care - Approach to Pediatric Physical Assessment
 Pediatric Care - Family Centered Care/Cultural Aspects in Pediatrics
 Pediatric Care - Identifying and Managing Pain in Children
 Pediatric Care - Medicating Children - Preventing Medication Errors and General Considerations
 Pediatric Care - Neurological Assessment of the Pediatric Patient
 Pediatric Care - Pediatric Hydration and Fluid Volume Distribution
 Pediatric Care - Pediatric Medication Calculation and Administration
 Pediatric Care - Pediatric Physical Assessment Part 1
 Pediatric Care - Pediatric Physical Assessment Part 2

STATEMENT OF WORK/SCOPE OF SERVICES

Pediatric Care - Respiratory Distress in Pediatric Patient: Anatomy, Physiology and Breath Sounds

Pediatric Care - Respiratory Distress in Pediatric Patient: Assessment and Intervention

Pediatric Care - Understanding the Pediatric Patient

- F. **Ventilator Training:** Not only will each nurse assigned to a ventilator dependent student have at least 6 months experience, but will also be trained in VENDOR's local office by VENDOR's Clinical Manager. Our Ventilator training incorporates a classroom, online and hands on approach, conducted at our local office's fully equipped skills lab. Our content and curriculum for our Ventilator Training Program will have final approval and input from SBBC.
- G. **Compliance Training:** VENDOR's Commitment to Compliance is demonstrated through VENDOR's robust compliance program. In 2011, VENDOR implemented mandatory compliance training for all VENDOR's employees, caregivers, and medical contract labor staff. Compliance training is required as a new employee as well as on an annual basis to maintain employment with VENDOR.

VENDOR's employees are required to participate in annual compliance training programs through MaxCompliance, including General Compliance training, Clinical Compliance training (if applicable to job role), Billing, Coding, and Reimbursement Compliance Training (if applicable to job role), Management Compliance Training (if applicable to job role), and the Code of Conduct. VENDOR's Clinical Compliance Trainings are accredited for continuing nursing education by the Maryland Nursing Association and approved by the *American Nurses Credentialing Center's Commissions on Accreditation*. Annual completion of compliance training is required to maintain employment with Maxim and to provide services and care to our clients and patients. Our MaxCompliance program emphasizes the importance of proper education and continual training of our employees. The intent of our MaxCompliance program is to provide guidance regarding compliance, ethics, and conduct to all involved with any VENDOR's department, division, or subsidiary. The program is documented through the Compliance Program Plan and the Code of Conduct.

As part of this Compliance Training, VENDOR requires their employees to review our policies and procedures regarding HIPAA/HITECH Compliance. VENDOR has implemented policies, procedures, and practices to ensure that VENDOR is in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as well as the Health Information Technology for Economic and Clinical Health ("HITECH") Act and applicable state laws. In instances where VENDOR receives Protected Health Information (PHI) from customers, we will comply with the applicable provisions of the Administrative Simplification rules.

STATEMENT OF WORK/SCOPE OF SERVICES

VENDOR shall safeguard all PHI in electronic and other forms and may only use or disclose such information to treat patients, to arrange for payment for services rendered, for healthcare operations, as required by law, or as otherwise authorized by the patient or their legal guardian.

VENDOR's employees and contractors are required to maintain the confidentiality of each patient's PHI in accordance with HIPAA, HITECH, and applicable state laws as well as the SBBC's privacy policies and procedures.

5. **Healthcare Services for the District:** VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. **VENDOR must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from VENDOR, denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
6. **Authorization of Healthcare Services:** VENDOR shall initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four hour timeline they must notify CSHS as soon as possible. VENDOR assignments may be determined based on level of experience and training of VENDOR's personnel.
7. **Completion of Care Plans:** VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with chronic health condition(s) during the school year, Care Plans must be completed by the 3rd Wednesday of each month from the start of the contract.
8. **Data Collection:** The following forms must be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
 - Monthly Quality Improvement (MQI)
 - Diabetic Student Teaching
 - Medical Fragile Student Monthly Medical and Insurance Status Report
 - Medical Fragile Supervisory Quality Improvement (QI) Check List.
 - Clinic RN Supervisory School Visit
 - Clinic Daily Data Collection Worksheet
 - Clinic Monthly Data Collection Data Collection Form
 - Report of Medication Error
 - CSHS Incident Report
9. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete for each VENDOR's personnel before assignment of the nurse to the school health room and medical fragile student.

STATEMENT OF WORK/SCOPE OF SERVICES

10. **Communication Binder:** VENDOR shall maintain communication binder in the health room in accordance with District protocol.
11. **Medication Management:** VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department. The corrective action must be resolved within thirty (30) days from date of corrective action is issued.
12. **Professional Development of VENDOR's Staff:** All VENDOR's staff working in the behalf of the Broward County Public Schools must attend professional development workshops held three (3) times per school year.
13. **RN Supervision Ratio:** VENDOR must maintain a RN supervisory ratio of 1:25 for nurses assigned to school health rooms. VENDOR must maintain a RN supervisory ratio of 1:25 for nurses assigned to medical fragile students for 1:1 nursing care.
14. **Healthcare Staffing Coverage:** VENDOR shall provide immediate staffing coverage for absence of nurse assign to a specific location. Nurses unable to fulfill their required assignment must first notify their VENDOR's supervisor and then the school.
15. **Required Nursing Activities:** VENDOR shall provide the required nursing activities as designated in **Attachment D** of this Agreement.
16. **Director of Nursing and Nursing Supervisors:** VENDOR must attend monthly, or as needed, a Director of Nursing meeting with Coordinated Student Health Services staff as required.
17. **Recommended Staffing Structure:** VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development and problem solving of issues and concerns.
18. **Notification(s):** VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status or services for medical fragile and chronic health students. No transfer of services are permitted from one agency to another without CSHS authorization.
19. **Written Notification:** VENDOR shall provide a thirty (30) day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to student or school.
20. **Registered Nurse:** VENDOR's RN shall perform nursing assessment, create a plan of care and attend 504 and IEP meetings at assigned school, and any other required RN duties.

STATEMENT OF WORK/SCOPE OF SERVICES

21. **Communication Process:** All Healthcare Personnel assigned to the school health room or to medical fragile students must adhere to the following process. If an issue or concern arises, the Principal or Principal's designee must be notified immediately along with the VENDOR's supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services must also be notified immediately. The VENDOR's supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved then the VENDOR's supervisor must contact the Coordinated Student Health Services Department.
22. It is the VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements and laws for health services.
23. VENDOR's nursing supervisor shall introduce school nurse and medical fragile nurse to school administrators and/or necessary school staff, and provide role and responsibilities of nurse upon assignment to the school or medical fragile student. Clinic nurses and nurses assigned to medical fragile students at the same school site must collaborate.
24. **School Health Plan:** VENDOR shall obtain a copy and be familiar with the current School Health Plan as provided by Coordinated Student Health Services Department.
25. **Pediatric Healthcare Professional:** VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.
26. **Services:** VENDOR shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:
 - a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - b) Administering medication
 - c) AED/CPR/First Aid
 - d) Administration of emergency medication (for example: Epi-Pen, Glucagon, Diastat, etc.)
 - e) Nebulizer treatments
 - f) Catheterization
 - g) Changing dressings
 - h) G-Tube feeding
 - i) Tracheotomy care
 - j) Suctioning
 - k) Caring for ventilator dependent children
 - l) Training SBBC staff on various health procedures
 - m) Administration of oxygen
 - n) Case management of students with healthcare conditions
 - o) Development of Individual Student Health Care Plans and Emergency Care Plans
 - p) Meet State requirements of the School Health Plan
 - q) Provide orientation and updates on SBBC policies and procedures to VENDOR licensed and unlicensed assistive personnel
 - r) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - s) Comply with all State and SBBC Core Health Services requirements

HEALTHCARE SERVICE REQUIREMENTS**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

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

HEALTHCARE SERVICE REQUIREMENTS**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

- F. **Healthcare Supervision:** VENDOR shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors shall complete and submit Quality Improvement Reports to CSHS monthly and any documentation requested by the Director of Coordinated Student Health Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program VENDOR shall provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) VENDOR staff working in the School Health Room, on-site school classrooms, and medical fragile student, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.
- G. **Interviewing Healthcare Personnel:** SBBC reserves the right to interview RNs, LPNs, RTs and non-licensed assistive healthcare personnel prior to placement. SBBC reserves the right to reject any personnel prior to placement, healthcare professionals that do not meet the requirements of this RFP and/or are "problem" healthcare provider(s) and shall be replaced, by VENDOR, within thirty-six (36) hours of request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectfulness, refusal to perform required tasks, etc. Failure of the VENDOR to replace the above personnel, as required, may result in default of their contract.
- H. **Replacement Personnel:** Replacement personnel (substitutes or long-term) must have credentials equivalent to the individual whom they replace and their credentials must be maintained by VENDOR.
- I. **Identification/Attire/Cell Phones:** It is mandatory that VENDOR's personnel have a current SBBC vendor ID badge, in addition to their agency ID badge, with the appropriate licensure/certification noted, e.g. RN, LPN, HST on their person(s) at all times and prior to assignment. Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only. No excessive jewelry i.e. large earrings, large necklace, multiple bracelets and rings, and no hats
- J. **Attendance/Punctuality:** All healthcare personnel are to call their agency as soon as they know that they will not be available for a scheduled shift or will be late. VENDOR shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system.
- K. **Changes in Services:** VENDOR shall provide SBBC with all changes of services in writing. VENDOR shall provide SBBC a minimum of twenty (20) days' notice of any reduction and/or changes in the amount of services.

HEALTHCARE SERVICE REQUIREMENTS

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

M. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services.

Coordinated Student Health 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, shall not be accepted and no cost shall be incurred by SBBC.

N. **Billing Instructions, Time Keeping and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and work performed, shall be submitted to: **SBBC, Exceptional Student Education and Support Services (ESE/SS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311 or as deemed appropriate by CSHS.** CSHS shall submit approved invoices for payment to Accounts Payable Department. Services are required in accordance with the school day schedule and VENDOR may bill only for actual hours worked. VENDOR must use the District approved Time Sheet when SBBC's Kronos time clock is not working.

VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse the VENDOR for services provided.

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

Kronos is the software application used by SBBC to track the VENDOR's time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and will replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock, to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day they are assigned to work. A Kronos Time Clock User Agreement must be signed by each nurse and returned to Coordinated Student Health Services. A sample of the user agreement was provided in the RFP.

HEALTHCARE SERVICE REQUIREMENTS

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

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

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

- II. **HEALTHCARE PERSONNEL & GENERAL INFORMATION** Response to invoice discrepancies from VENDOR must be submitted to ESE/SS within five business days from date of request, otherwise invoices shall be paid as determined by ESE/SS and no future requests by VENDOR for additional payment shall be honored.
- III. **HEALTHCARE DOCUMENTATION:** VENDOR 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 by Coordinated Student Health Services. These forms can be found on the Coordinated Student Health Services Department's website:
<http://www.browardhealthservices.com/forms/>.
 It is the VENDOR's responsibility to ensure that all necessary staff receives training on forms and electronic media for documentation.
- A) **Authorization of Medication/Treatment:** An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students.
- 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). VENDOR'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.

HEALTHCARE SERVICE REQUIREMENTS

- C) **Diabetes Authorization of Medication/Treatment:** A “Diabetes Medication/Treatment Authorization” form signed by the physician and parent/guardian is required for VENDOR’s personnel to deliver medications and treatments to students with Diabetes.
- D) **Daily Diabetic Log:** VENDOR 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:** Copies of all healthcare/nurses notes for medical fragile students must be given to the student’s school at the end of the school year. These notes must be placed in the students CUM Health Record folder. If there is a termination of services the copies must be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services
- F) **Student Healthcare Plan:** VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by VENDOR’s RN. The plans shall be placed in the student’s health record in the health room. A copy of the student care plan must be provided the Principal/designee. The EAP is to be reviewed with school staff by the VENDOR’s RN and a copy provided to school staff. All student health records shall be filed in the student’s cumulative health folder. Also, VENDOR shall provide clear documentation when there is a change in the student’s healthcare needs that may warrant a change in their immediate level of care.
- G) **Student Clinic Pass:** VENDOR shall utilize SBBC “Student Clinic Pass” to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student’s cumulative health folder.
- H) **Daily Clinic Log:** VENDOR 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:** VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to the Florida Department of Health School Health Program manager.

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

ROLES AND RESPONSIBILITIES: VENDOR shall ensure that their employees providing one-to-one care to a student are oriented to SBBC’s policies and procedures. Any questions regarding these policies should be directed to VENDOR’s supervisor or school administrator.

The following is a list of key responsibilities for the healthcare personnel providing direct care to students:

(This list is not all inclusive of the responsibilities required.)

1. VENDOR’s personnel must accompany the student to and from school daily, unless otherwise directed. VENDOR’s personnel must use the Kronos time system to record arrival and departure from school premises. District approved time sheets must be used to record arrival and departure times from student residence with parent/guardian signature for verification.
2. VENDOR’s personnel shall remain with the student throughout the school day and render care as ordered by the Physician. Notify CSHS, in writing within 24 hours, of any absences from school inclusive of the reason for the absence.
3. Nurses assigned to medically fragile students must have a nursing documentation binder created and sectioned as follows. The Nursing Documentation Binder is to accompany the nurse at all times.
 - **Section 1:** Physician’s Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
 - **Section 2:** Medication and Procedure log documentation in the school setting
 - **Section 3:** Daily completion of flow chart/narrative documentation which reflect the student’s medical diagnoses and medical orders.
 - **Section 4:** Training/Licensure documents of nurse
 - **Section 5:** Documentation of training to school staff
 - **Section 6:** Supervisor Visit documentation
4. All health procedures and treatments must be written on the SBBC Authorization for Medication/Treatment form and signed by the student’s physician. Parent/guardian must also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms must be submitted to CSHS at least one week prior to the expiration of the current authorization.
5. All documentation of care for students must be on CSHS approved forms. Students are identified as such at the top of the forms.
6. VENDOR’s personnel shall meet the student’s personal care and needs.

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

7. VENDOR's personnel shall assist the student in accessing/completing tasks at school as needed.
8. On occasion, if another student in the same class requires a routine medication or treatment VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.
9. If there is an emergency situation with another student in the school, school personnel can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).
10. If VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes must include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes must include the time the student boards the bus and the time the student arrives home. The healthcare personnel must not enter the student's home.
11. Each student should have a folder or binder in the student's classroom. There should be a copy of the student's current doctor's order(s) and healthcare provider's notes. The student's folder/binder is to be secured in a locked cabinet.
12. Breaks away from the student are not permitted, as the healthcare personnel is responsible for meeting the medical needs of their assigned student from the time they make contact with the student in the morning, until they "report off" and transfer responsibility to a knowledgeable, responsible adult in the afternoon.
13. The healthcare personnel should eat lunch where he/she can clearly see their assigned student.
14. Restroom breaks should be taken after the healthcare personnel has assessed and assured the medical stability of their assigned student. Healthcare personnel must tell the teacher in the classroom that he/she must take a restroom break. If there is a restroom in the classroom, it must be utilized.

Coordinated Student Health Services
Nursing Activities

Activity	Description
Grade Level Screenings	<p>Grade-level screenings of students are central to identifying health problems that may adversely impact health and school performance.</p> <ul style="list-style-type: none"> ▪ Vision screenings are required for all students in kindergarten (k), 1st, 3rd, and 6th grades and new to state in grades k through 5th. ▪ Growth and development screenings are required for students in 1st, 3rd, 6th, and 9th grades. Student's growth and development are evaluated with BMI according to current CDC recommendations. BMI results are graphed and calculated using the student's height, weight, age or birth date, and gender. ▪ District Health Techs conduct vision, BMI and hearing screenings.
Pediculosis	Provide visual examination of the scalp or skin to screen for head lice, referral, and follow-up services to students, siblings, and classmates.
Record Review	Complete review and assessment of student records, such as the cumulative health record, emergency health information, and incoming medications, to determine immunization, health status and identify any significant health risks or problems. The record review consists of review of: 1) Florida Certificate of Immunization DH Form 680; 2) School Entry Physical Examination DH Form 3040; 3) Emergency health information; and, 4) Health screening information.
Nursing Assessment and Counseling	Nursing assessments are conducted to identify the health needs and resources of students and their families. This primary and ongoing process includes health history, observation, physical assessment, monitoring patient and family reactions, interviewing to ascertain social and emotional stability, and identification of risk factors arising from social, physical, or environmental conditions. This assessment provides the basis for nursing diagnoses and helps to determine the need for an Individualized Health Care Plan (IHCP) and Emergency Care Plans
Medication Administration	Medication administration includes the Contracted Agency personnel member verifying the identity of the student, the medication, the medication dose, route of administration and time for administration, and matching these data with the medication order written by the child's physician. It also includes assisting the student in the ingestion, injection and application or monitoring the self-administration of the medication, and contacting the child's primary care physician when necessary. The documentation on the medication log and in the students' health record is considered part of medication administration.

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

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

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AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of June, 2017, by and between

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

and

SIERRA LIFECARE, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
7200 West Commercial Boulevard, Suite 206
Lauderhill, Florida 33319

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-002V – Healthcare Services (hereinafter referred to as "RFP"), dated January 20, 2017 and amended by Addendum No. 2, dated February 10, 2017, and Addendum No. 1, dated February 3, 2017, all of which are incorporated by reference herein, for the purpose of receiving proposals for healthcare services; and

WHEREAS, VENDOR offered a proposal dated February 10, 2017 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

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

ARTICLE 1 – RECITALS

1.0 **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

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2017** and conclude on **June 30, 2020**. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties

2.01 **Description of Services Provided.** VENDOR shall provide SBBC with the service requirements as proposed in its Proposal and in compliance with this Agreement, and the RFP and its Addenda, and as specified in **Attachment A – Scope of Services, Attachment B – Healthcare Service Requirements, Attachment C – Healthcare Duties and Services – Direct Healthcare Provider to Student Ratio, and Attachment D – Coordinated Student Health Services – Nursing Activities.**

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

First: This Agreement, then;
Second: Addendum No. 2, then;
Third: Addendum No. 1, then;
Fourth: RFP 18-002V – Healthcare Services, then;
Fifth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Cost of Services.** SBBC shall pay VENDOR for cost of services satisfactorily rendered for healthcare services for:

- Registered Nurse Supervisors \$30.00/hr
- Registered Nurse (RN) \$30.00/hr
- Licensed Practical Nurse (LPN) \$28.00/hr
- Respiratory Therapist (RT) \$25.00/hr
- Un-licensed Assistive Personnel \$16.00/hr
- Training No Charge

Costs shall not exceed the amount as stated above and on the Purchase Order. VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the Agreement. VENDOR may invoice SBBC at an hourly rate less than their bid price(s) as stated above.

2.04 **Inspection of Vendor 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.

(a) **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 the 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 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.

(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.

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

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Coordinated Student Health Services
The School Board of Broward County, Florida
1400 NW 14th Court
Fort Lauderdale, Florida 33311

To VENDOR: Chad Rabone
Sierra Lifecare, Inc.
7200 West Commercial Boulevard, Suite 206
Lauderhill, Florida 33319

With a Copy to: Judy Perkins, Medicaid Coordinator
Sierra Lifecare, Inc.
7200 West Commercial Boulevard, Suite 206
Lauderhill, Florida 33319

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

2.07 **Insurance.** VENDOR shall comply with the following insurance requirements throughout the term of the Agreement.

- a) **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- b) **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- c) **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:** Limits not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- d) **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- e) **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- f) **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.
- g) **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as an additional insured.
 - 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
 - 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- h) **CANCELLATION OF INSURANCE:** Vendors are prohibited services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits coverages or endorsements, herein throughout the term of this Agreement.

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.

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 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party

contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **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.

3.08 **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.

3.09 **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.

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

from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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

3.11 **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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **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.

3.14 **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.

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

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

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

3.18 **Incorporation by Reference.** Attachment A, Attachment B, Attachment C, and Attachment D are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

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

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

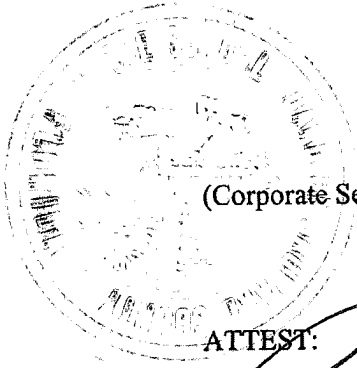
3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable 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.


3.28 **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.




(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M. Smith, Esq.

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.05.29 20:55:31 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

SIERRA LIFECARE, INC.

ATTEST:

By Chad Rabone

-or-

Judith A. Perkins
Witness

E. Eberwein
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 24th day of May, 2017 by Chad Rabone of Sierra Lifecare, Inc. Name of Person, on behalf of the corporation/agency. Name of Corporation or Agency

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

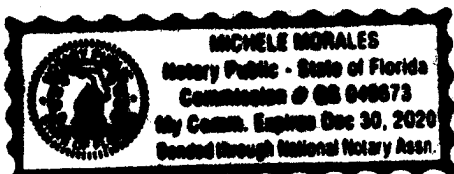
My Commission Expires:

Michele Morales
Signature - Notary Public

Michele Morales
Printed Name of Notary

BB 049673
Notary's Commission No.

(SEAL)



STATEMENT OF WORK/SCOPE OF SERVICES

1. VENDOR shall provide all service requirements as stated in **Attachment B** of this Agreement.
2. **Medicaid Billing and Documentation** – VENDOR shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. VENDOR shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.
3. **Reports and Documentation** – VENDOR shall maintain and store medical records as agreed upon by SBBC. These records shall contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirement, student medication log progress notes, goals, plans of treatment and reports to and from physicians. Progress notes must reflect true intervals for services rendered.
4. **Staff Development Plan** - VENDOR shall provide a staff development plan for his contract. One of VENDOR's nurses is a CPR instructor and gives in-house classes upon request. Posted in VENDOR's office are schedules of schools in the area that offer classes regarding the newest techniques and procedures required in the field that are performed daily. New employees are required to sit through an orientation class which explains policies and procedures required from VENDOR and VENDOR's clients. When an employee feels it is necessary for additional instruction, VENDOR's Director of Nursing is available for a one-on-one teaching session.

When requested by SBBC, VENDOR shall provide training to school personnel. Training will be provided by a Registered Nurse (RN). The RN shall demonstrate procedure(s) and monitor return demonstration by the personnel until the RN and the personnel are comfortable with the procedure(s). The RN shall instruct and teach on all appropriate paperwork and care plans.

5. **Healthcare Services for the District:** VENDOR shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. **VENDOR must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from VENDOR, denial of medical or educational assistance due to location of student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.
6. **Authorization of Healthcare Services:** VENDOR shall initiate healthcare services/training upon receipt of a Healthcare Service Request Form (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If VENDOR is unable to meet this twenty-four hour timeline they must notify CSHS as soon as possible. VENDOR assignments may be determined based on level of experience and training of VENDOR's personnel.

STATEMENT OF WORK/SCOPE OF SERVICES

7. **Completion of Care Plans:** VENDOR shall complete the care plans by the 3rd Wednesday of November for each year for the term of the contract. When a student is identified with chronic health condition(s) during the school year, Care Plans must be completed by the 3rd Wednesday of each month from the start of the contract.
8. **Data Collection:** The following forms must be completed by VENDOR and submitted by the 5th of each month from the start of the contract:
 - Monthly Quality Improvement (MQI)
 - Diabetic Student Teaching
 - Medical Fragile Student Monthly Medical and Insurance Status Report
 - Medical Fragile Supervisory Quality Improvement (QI) Check List.
 - Clinic RN Supervisory School Visit
 - Clinic Daily Data Collection Worksheet
 - Clinic Monthly Data Collection Data Collection Form
 - Report of Medication Error
 - CSHS Incident Report
9. **Contracted Agency Nurse Accountability Checklist:** VENDOR is required to complete for each VENDOR's personnel before assignment of the nurse to the school health room and medical fragile student.
10. **Communication Binder:** VENDOR shall maintain communication binder in the health room in accordance with District protocol.
11. **Medication Management:** VENDOR shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action must be resolved within thirty (30) days from date of corrective action is issued.
12. **Professional Development of VENDOR's Staff:** All VENDOR's staff working in the behalf of the Broward County Public Schools must attend professional development workshops held three (3) times per school year.
13. **RN Supervision Ratio:** VENDOR must maintain a RN supervisory ratio of 1:25 for nurses assigned to school health rooms. VENDOR must maintain a RN supervisory ratio of 1:25 for nurses assigned to medical fragile students for 1:1 nursing care.
14. **Healthcare Staffing Coverage:** VENDOR shall provide immediate staffing coverage for absence of nurse assign to a specific location. Nurses unable to fulfill their required assignment must first notify their VENDOR's supervisor and then the school.
15. **Required Nursing Activities:** VENDOR shall provide the required nursing activities as designated in **Attachment D** of this Agreement.

STATEMENT OF WORK/SCOPE OF SERVICES

16. **Director of Nursing and Nursing Supervisors:** VENDOR must attend monthly, or as needed, a Director of Nursing meeting with Coordinated Student Health Services staff as required.
17. **Recommended Staffing Structure:** VENDOR is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development and problem solving of issues and concerns.
18. **Notification(s):** VENDOR shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status or services for medical fragile and chronic health students. No transfer of services are permitted from one agency to another without CSHS authorization.
19. **Written Notification:** VENDOR shall provide a thirty (30) day written notification to Coordinated Student Health Services if VENDOR is not able to continue providing services to student or school.
20. **Registered Nurse:** VENDOR's RN shall perform nursing assessment, create a plan of care and attend 504 and IEP meetings at assigned school, and any other required RN duties.
21. **Communication Process:** All Healthcare Personnel assigned to the school health room or to medical fragile students must adhere to the following process. If an issue or concern arises, the Principal or Principal's designee must be notified immediately along with the VENDOR's supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services must also be notified immediately. The VENDOR's supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved then the VENDOR's supervisor must contact the Coordinated Student Health Services Department.
22. It is the VENDOR's sole responsibility for securing compliance with any applicable state and federally mandated requirements and laws for health services.
23. VENDOR's nursing supervisor shall introduce school nurse and medical fragile nurse to school administrators and/or necessary school staff, and provide role and responsibilities of nurse upon assignment to the school or medical fragile student. Clinic nurses and nurses assigned to medical fragile students at the same school site must collaborate.
24. **School Health Plan:** VENDOR shall obtain a copy and be familiar with the current School Health Plan as provided by Coordinated Student Health Services Department.
25. **Pediatric Healthcare Professional:** VENDOR may be requested to provide a pediatric licensed healthcare professional or nurse to any SBBC school or center when an SBBC employed nurse is absent.
26. **Services:** VENDOR shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:

STATEMENT OF WORK/SCOPE OF SERVICES

- a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc.
 - b) Administering medication
 - c) AED/CPR/First Aid
 - d) Administration of emergency medication (for example: Epi-Pen, Glucagon, Diastat, etc.)
 - e) Nebulizer treatments
 - f) Catheterization
 - g) Changing dressings
 - h) G-Tube feeding
 - i) Tracheotomy care
 - j) Suctioning
 - k) Caring for ventilator dependent children
 - l) Training SBBC staff on various health procedures
 - m) Administration of oxygen
 - n) Case management of students with healthcare conditions
 - o) Development of Individual Student Health Care Plans and Emergency Care Plans
 - p) Meet State requirements of the School Health Plan
 - q) Provide orientation and updates on SBBC policies and procedures to VENDOR licensed and unlicensed assistive personnel
 - r) Adhere to all SBBC Policies and Procedures for Healthcare Services
 - s) Comply with all State and SBBC Core Health Services requirements
27. **Business Associate Agreement** - VENDOR agrees to all terms and conditions of the SBBC's Business Associate Agreement as stated in the RFP.

HEALTHCARE SERVICE REQUIREMENTS**I. HEALTHCARE PERSONNEL & GENERAL INFORMATION**

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

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

HEALTHCARE SERVICE REQUIREMENTS

I. HEALTHCARE PERSONNEL & GENERAL INFORMATION

- F. Healthcare Supervision:** VENDOR shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors shall complete and submit Quality Improvement Reports to CSHS monthly and any documentation requested by the Director of Coordinated Student Health Services. Supervision is to be provided and documented as follows:
- 1) For the RN/HST program VENDOR shall provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
 - 2) VENDOR staff working in the School Health Room, on-site school classrooms, and medical fragile student, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.
- G. Interviewing Healthcare Personnel:** SBBC reserves the right to interview RNs, LPNs, RTs and non-licensed assistive healthcare personnel prior to placement. SBBC reserves the right to reject any personnel prior to placement, healthcare professionals that do not meet the requirements of this RFP and/or are "problem" healthcare provider(s) and shall be replaced, by VENDOR, within thirty-six (36) hours of request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectfulness, refusal to perform required tasks, etc. Failure of the VENDOR to replace the above personnel, as required, may result in default of their contract.
- H. Replacement Personnel:** Replacement personnel (substitutes or long-term) must have credentials equivalent to the individual whom they replace and their credentials must be maintained by VENDOR.
- I. Identification/Attire/Cell Phones:** It is mandatory that VENDOR's personnel have a current SBBC vendor ID badge, in addition to their agency ID badge, with the appropriate licensure/certification noted, e.g. RN, LPN, HST on their person(s) at all times and prior to assignment. Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only. No excessive jewelry i.e. large earrings, large necklace, multiple bracelets and rings, and no hats
- J. Attendance/Punctuality:** All healthcare personnel are to call their agency as soon as they know that they will not be available for a scheduled shift or will be late. VENDOR shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system.
- K. Changes in Services:** VENDOR shall provide SBBC with all changes of services in writing. VENDOR shall provide SBBC a minimum of twenty (20) days' notice of any reduction and/or changes in the amount of services.

HEALTHCARE SERVICE REQUIREMENTS

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

M. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services.

Coordinated Student Health 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, shall not be accepted and no cost shall be incurred by SBBC.

N. **Billing Instructions, Time Keeping and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and work performed, shall be submitted to: **SBBC, Exceptional Student Education and Support Services (ESE/SS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311 or as deemed appropriate by CSHS.** CSHS shall submit approved invoices for payment to Accounts Payable Department. Services are required in accordance with the school day schedule and VENDOR may bill only for actual hours worked. VENDOR must use the District approved Time Sheet when SBBC's Kronos time clock is not working.

VENDOR shall submit claims directly to Medicaid for healthcare services provided to medically fragile students which are Medicaid eligible to which the nurses are assigned. If all avenues are exhausted in seeking payment from Medicaid, SBBC will reimburse the VENDOR for services provided.

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

Kronos is the software application used by SBBC to track the VENDOR's time in and out of their assigned location. Reports from the Kronos system shall be the official timesheet the nurses shall use and will replace the hardcopy timesheets, in most cases. Nurses are assigned an ID number that they shall use at the Kronos clock, to clock in at their assigned time, and clock out at their assigned time. VENDOR shall ensure nurses use the Kronos clock every day they are assigned to work. A Kronos Time Clock User Agreement must be signed by each nurse and returned to Coordinated Student Health Services. A sample of the user agreement was provided in the RFP.

HEALTHCARE SERVICE REQUIREMENTS

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

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

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

- II. **HEALTHCARE PERSONNEL & GENERAL INFORMATION** Response to invoice discrepancies from VENDOR must be submitted to ESE/SS within five business days from date of request, otherwise invoices shall be paid as determined by ESE/SS and no future requests by VENDOR for additional payment shall be honored.
- III. **HEALTHCARE DOCUMENTATION:** VENDOR 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 by Coordinated Student Health Services. These forms can be found on the Coordinated Student Health Services Department's website:
<http://www.browardhealthservices.com/forms/>.
 It is the VENDOR's responsibility to ensure that all necessary staff receives training on forms and electronic media for documentation.
- A) **Authorization of Medication/Treatment:** An "Authorization for Medication/Treatment" form signed by the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students.
- 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). VENDOR'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.

HEALTHCARE SERVICE REQUIREMENTS

- C) **Diabetes Authorization of Medication/Treatment:** A “Diabetes Medication/Treatment Authorization” form signed by the physician and parent/guardian is required for VENDOR’s personnel to deliver medications and treatments to students with Diabetes.
- D) **Daily Diabetic Log:** VENDOR 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:** Copies of all healthcare/nurses notes for medical fragile students must be given to the student’s school at the end of the school year. These notes must be placed in the students CUM Health Record folder. If there is a termination of services the copies must be given to the school at the time of termination. VENDOR shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services
- F) **Student Healthcare Plan:** VENDOR shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by VENDOR’s RN. The plans shall be placed in the student’s health record in the health room. A copy of the student care plan must be provided the Principal/designee. The EAP is to be reviewed with school staff by the VENDOR’s RN and a copy provided to school staff. All student health records shall be filed in the student’s cumulative health folder. Also, VENDOR shall provide clear documentation when there is a change in the student’s healthcare needs that may warrant a change in their immediate level of care.
- G) **Student Clinic Pass:** VENDOR shall utilize SBBC “Student Clinic Pass” to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student’s cumulative health folder.
- H) **Daily Clinic Log:** VENDOR 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:** VENDOR shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to the Florida Department of Health School Health Program manager.

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

ROLES AND RESPONSIBILITIES: VENDOR shall ensure that their employees providing one-to-one care to a student are oriented to SBBC’s policies and procedures. Any questions regarding these policies should be directed to VENDOR’s supervisor or school administrator.

The following is a list of key responsibilities for the healthcare personnel providing direct care to students:

(This list is not all inclusive of the responsibilities required.)

1. VENDOR’s personnel must accompany the student to and from school daily, unless otherwise directed. VENDOR’s personnel must use the Kronos time system to record arrival and departure from school premises. District approved time sheets must be used to record arrival and departure times from student residence with parent/guardian signature for verification.
2. VENDOR’s personnel shall remain with the student throughout the school day and render care as ordered by the Physician. Notify CSHS, in writing within 24 hours, of any absences from school inclusive of the reason for the absence.
3. Nurses assigned to medically fragile students must have a nursing documentation binder created and sectioned as follows. The Nursing Documentation Binder is to accompany the nurse at all times.
 - **Section 1:** Physician’s Medical Orders – Both the School District Authorization for Medication and Treatment Forms and the Agency MAR. Both need to mirror one another.
 - **Section 2:** Medication and Procedure log documentation in the school setting
 - **Section 3:** Daily completion of flow chart/narrative documentation which reflect the student’s medical diagnoses and medical orders.
 - **Section 4:** Training/Licensure documents of nurse
 - **Section 5:** Documentation of training to school staff
 - **Section 6:** Supervisor Visit documentation
4. All health procedures and treatments must be written on the SBBC Authorization for Medication/Treatment form and signed by the student’s physician. Parent/guardian must also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms must be submitted to CSHS at least one week prior to the expiration of the current authorization.
5. All documentation of care for students must be on CSHS approved forms. Students are identified as such at the top of the forms.
6. VENDOR’s personnel shall meet the student’s personal care and needs.

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

7. VENDOR's personnel shall assist the student in accessing/completing tasks at school as needed.
8. On occasion, if another student in the same class requires a routine medication or treatment VENDOR shall be provided with a completed Authorization for Medication/Treatment form from their agency. VENDOR shall then be responsible for providing this care. If the request comes from school personnel, VENDOR's personnel should contact their agency for authorization to perform the additional duties.
9. If there is an emergency situation with another student in the school, school personnel can request assistance from VENDOR's personnel. VENDOR's personnel should assist, providing the medical safety of the assigned student(s).
10. If VENDOR's personnel meets the student at his/her home, the healthcare personnel narrative notes must include arrival time at student's home, time of boarding bus, and arrival time at school. In the afternoon, the narrative notes must include the time the student boards the bus and the time the student arrives home. The healthcare personnel must not enter the student's home.
11. Each student should have a folder or binder in the student's classroom. There should be a copy of the student's current doctor's order(s) and healthcare provider's notes. The student's folder/binder is to be secured in a locked cabinet.
12. Breaks away from the student are not permitted, as the healthcare personnel is responsible for meeting the medical needs of their assigned student from the time they make contact with the student in the morning, until they "report off" and transfer responsibility to a knowledgeable, responsible adult in the afternoon.
13. The healthcare personnel should eat lunch where he/she can clearly see their assigned student.
14. Restroom breaks should be taken after the healthcare personnel has assessed and assured the medical stability of their assigned student. Healthcare personnel must tell the teacher in the classroom that he/she must take a restroom break. If there is a restroom in the classroom, it must be utilized.

Coordinated Student Health Services
Nursing Activities

Activity	Description
Grade Level Screenings	<p>Grade-level screenings of students are central to identifying health problems that may adversely impact health and school performance.</p> <ul style="list-style-type: none"> ▪ Vision screenings are required for all students in kindergarten (k), 1st, 3rd, and 6th grades and new to state in grades k through 5th. ▪ Growth and development screenings are required for students in 1st, 3rd, 6th, and 9th grades. Student's growth and development are evaluated with BMI according to current CDC recommendations. BMI results are graphed and calculated using the student's height, weight, age or birth date, and gender. ▪ District Health Techs conduct vision, BMI and hearing screenings.
Pediculosis	Provide visual examination of the scalp or skin to screen for head lice, referral, and follow-up services to students, siblings, and classmates.
Record Review	Complete review and assessment of student records, such as the cumulative health record, emergency health information, and incoming medications, to determine immunization, health status and identify any significant health risks or problems. The record review consists of review of: 1) Florida Certificate of Immunization DH Form 680; 2) School Entry Physical Examination DH Form 3040; 3) Emergency health information; and, 4) Health screening information.
Nursing Assessment and Counseling	Nursing assessments are conducted to identify the health needs and resources of students and their families. This primary and ongoing process includes health history, observation, physical assessment, monitoring patient and family reactions, interviewing to ascertain social and emotional stability, and identification of risk factors arising from social, physical, or environmental conditions. This assessment provides the basis for nursing diagnoses and helps to determine the need for an Individualized Health Care Plan (IHCP) and Emergency Care Plans
Medication Administration	Medication administration includes the Contracted Agency personnel member verifying the identity of the student, the medication, the medication dose, route of administration and time for administration, and matching these data with the medication order written by the child's physician. It also includes assisting the student in the ingestion, injection and application or monitoring the self-administration of the medication, and contacting the child's primary care physician when necessary. The documentation on the medication log and in the students' health record is considered part of medication administration.

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

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

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The School Board of Broward County, Florida
Procurement & Warehousing Services

ITB / RFP No.:	<u>18-002V</u>	Tentative Board Meeting Date*:	<u>JUNE 13, 2017</u>
Description:	<u>HEALTHCARE SERVICES</u>	Notified:	<u>208</u> Downloaded: <u>38</u>
		ITB / RFP Rec'd:	<u>11</u> No. Bids: <u>0</u>
For:	<u>COORDINATED STUDENT HEALTH SERVICES</u>	ITB / RFP Opening:	<u>FEBRUARY 16, 2017</u>
Fund:	<u>VARIOUS FUNDS/IDEA GRANT</u>	Advertised Date:	<u>JANUARY 20, 2017</u>

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on MARCH 29, 2017 @ 3:00 pm and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(* The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

ELEVEN PROPOSALS WERE RECEIVED AND EVALUATED IN RESPONSE TO RFP 18-002V. PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE MEMBERS CONSISTING OF:

- GAIL ADAMS – CLINICAL NURSING SUPERVISOR – COORDINATED STUDENT HEALTH SERVICES
- ANNETTE BURROWS – CLINICAL NURSING SUPERVISOR - COORDINATED STUDENT HEALTH SERVICES
- MARCIA BYNOE – DIRECTOR – COORDINATED STUDENT HEALTH SERVICES
- LISA ANN CLARK – SCHOOL MEDICAID ACCOUNTANT – STUDENT MEDICAID/504
- DENEEN GORASSINI – COORDINATOR – STUDENT MEDICAID/504
- LISA STERN – CLINICAL NURSE - COORDINATED STUDENT HEALTH SERVICES

M/WBE ADVISOR: LAVINIA FREEMAN, M/WBE SPECIALIST III

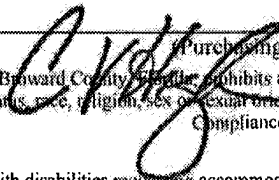
BASED UPON THE COMMITTEE'S RECOMMENDATION AND SECTION 5.4 OF THE RFP, SBBC INTENDS TO MAKE AN AWARD TO THE THREE-HIGHEST RANKED PROPOSERS WHO HAVE COMPLIED WITH THE TERMS, CONDITIONS, SPECIFICATIONS, NEGOTIATIONS, AND REQUIREMENTS OF THE OVERALL RFP. THE EVALUATION COMMITTEE MAKES A RECOMMENDATION, TO THE SCHOOL BOARD, TO AWARD TO THE THREE HIGHEST-RANKED PROPOSERS AS STATED BELOW:

CR & RA INVESTMENTS, INC	FIRST RANKED
D/B/A INTEGRITY HEALTH SERVICES	SECOND RANKED
SIERRA LIFECARE, INC.	THIRD RANKED
MAXIM HEALTHCARE SERVICES, INC.	

IT IS RECOMMENDED FOR REASONS STATED ON THE ATTACHED RFP REJECTION SHEET, THE RFP IN ITS ENTIRETY BE REJECTED FOR NOT COMPLYING WITH THE REQUIREMENTS OF THE RFP.

THE AWARD FOR THESE PROPOSERS SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF WRITTEN AGREEMENTS.

CONTRACT PERIOD: JULY 1, 2017, THROUGH JUNE 30, 2020

By:  (Purchasing Agent) Date: 3/29/17

The School Board of Broward County prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

**RFP 18-002V
HEALTHCARE SERVICES
SCORE SHEET**

18-002V - Healthcare Services	Maximum Points	Gail Adams	Annette Burrows	Marcia Bynoe	Lisa Ann Clarke	Deneen Gorassini	Lisa Stern	Average Points
Experience and Qualifications	35							
ATC Healthcare Services		10	9	10	33	30	18	18
Broward Children's Center		20	28	22	35	35	20	27
Execu/Search Group		10	19	15	34	35	15	21
Integrity Health Services		35	35	35	35	35	35	35
Maxim Healthcare		25	30	20	35	35	30	29
Medical Staffing Network		15	18	20	34	35	20	24
Nurse Care, Inc.		15	12	20	35	35	18	23
Sierra Lifecare		30	34	30	35	35	30	32
Sunbelt Staffing LLC		10	24	15	33	30	10	20
Trinity Healthcare Services		10	17	15	33	35	10	20
Scope of Services	35							
ATC Healthcare Services		10	13	10	33	30	10	18
Broward Children's Center		15	28	20	34	35	15	25
Execu/Search Group		10	18	20	34	35	10	21
Integrity Health Services		35	35	35	35	35	35	35
Maxim Healthcare		20	32	30	35	35	25	30
Medical Staffing Network		15	17	25	34	35	20	24
Nurse Care, Inc.		15	15	20	34	35	18	23
Sierra Lifecare		30	33	30	35	35	30	32
Sunbelt Staffing LLC		10	16	20	33	25	15	20
Trinity Healthcare Services		10	18	20	33	35	15	22
Cost of Services	20							
ATC Healthcare Services		17	17	17	17	17	17	17
Broward Children's Center		18	18	18	18	18	18	18
Execu/Search Group		20	20	20	20	20	20	20
Integrity Health Services		18	18	18	18	18	18	18
Maxim Healthcare		17	17	17	17	17	17	17
Medical Staffing Network		18	18	18	18	18	18	18
Nurse Care, Inc.		18	18	18	18	18	19	18
Sierra Lifecare		18	18	18	18	18	18	18
Sunbelt Staffing LLC		17	17	17	17	17	17	17
Trinity Healthcare Services		18	18	18	18	18	18	18
M/WBE	10							
ATC Healthcare Services		10	10	10	10	10	10	10
Broward Children's Center		0	0	0	0	0	0	0

**RFP 18-002V
HEALTHCARE SERVICES
SCORE SHEET**

18-002V - Healthcare Services	Maximum Points	Gail Adams	Annette Burrows	Marcia Bynoe	Lisa Ann Clarke	Deneen Gorassini	Lisa Stern	Average Points
Execu/Search Group		0	0	0	0	0	0	0
Integrity Health Services		0	0	0	0	0	0	0
Maxim Healthcare		0	0	0	0	0	0	0
Medical Staffing Network		0	0	0	0	0	0	0
Nurse Care, Inc.		0	0	0	0	0	0	0
Sierra Lifecare		0	0	0	0	0	0	0
Sunbelt Staffing LLC		0	0	0	0	0	0	0
Trinity Healthcare Services		0	0	0	0	0	0	0
Total Score	100							
ATC Healthcare Services								63
Broward Children's Center								69
Execu/Search Group								63
Integrity Health Services								88
Maxim Healthcare								76
Medical Staffing Network								66
Nurse Care, Inc.								63
Sierra Lifecare								83
Sunbelt Staffing LLC								57
Trinity Healthcare Services								60

**RFP 18-002V
HEALTHCARE SERVICES
REJECTION SHEET**

Reject proposal from South Broward Hospital District d/b/a Memorial Healthcare System, Section 4.4.3, Cost of Services, states "Proposer must provide a cost for all items stated below, Items 1 through 6 in order to be considered for award. Proposer did not provide pricing for Items 3 and 4 in their proposal.

18-002V

Healthcare Services

Cost Comparison and Negotiated Prices

Job Description	Maxim Healthcare	Negotiated Price	Savings	Integrity Healthcare	Negotiated Price	Savings	Sierra Lifecare	Negotiated Price	Savings
Registered Nurse (RN) Supervisors	\$ 35.00	\$ 32.00	9.38%	\$ 35.00	\$ 32.00	9.38%	\$ 30.00	\$ 30.00	0.00%
Registered Nurse (RN)	\$ 32.00	\$ 30.00	6.67%	\$ 30.00	\$ 30.00	0.00%	\$ 30.00	\$ 30.00	0.00%
Licensed Practical Nurse (LPN)	\$ 29.00	\$ 28.50	1.75%	\$ 28.50	\$ 28.00	1.79%	\$ 28.00	\$ 28.00	0.00%
Respiratory Therapist (RT)	\$ 30.00	\$ 30.00	0.00%	\$ 30.00	\$ 30.00	0.00%	\$ 25.00	\$ 25.00	0.00%
Un-licensed Assistive Healthcare Personnel	\$ 17.00	\$ 16.00	6.25%	\$ 16.50	\$ 16.50	0.00%	\$ 16.00	\$ 16.00	0.00%
Training	\$ 15.00	No Charge	100.00%	No Charge	No Charge	0.00%	No Charge	No Charge	0.00%

Average Savings 4% Average Savings 2% Average Savings 0%



PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at

(754) 321-0505 or [CLICK HERE](#) to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: 15-012V **Bid Title:** Healthcare Services
Purchase Order #: **Product/Service Provided:** Healthcare Services
Supplier (Company) Name: Sierra Life Care, Inc.
Contact Name: **Contact Phone #:** () -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall customer service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as scheduled or promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	1	2	3	4
	Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
2.) How satisfied are you with the supplier?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.) Will you use this supplier again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prices as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	1	2	3	4
	Very Unlikely	Unlikely	Probably	Definitely
5.) Would you purchase this product/service again?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Annette Burrowes **Title:** Clinical Nursing Supervisor **Contact Phone #:** (754) 321 - 1575
School/Department: Coordinated Student Health Services
Participant's Signature: *A Burrowes* **Date:** 05/16/2017



PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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GENERAL INFORMATION

Bid #: 15-012V **Bid Title:** Healthcare Services
Purchase Order #: **Product/Service Provided:** Healthcare Services
Supplier (Company) Name: Integrity Health Services
Contact Name: **Contact Phone #:** () - -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall customer service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as scheduled or promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	1	2	3	4
	Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
2.) How satisfied are you with the supplier?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.) Will you use this supplier again? Yes No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prices as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	1	2	3	4
	Very Unlikely	Unlikely	Probably	Definitely
5.) Would you purchase this product/service again?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Annette Burrowes **Title:** Clinical Nursing Supervisor **Contact Phone #:** (754) 321 - 1575

School/Department: Coordinated Student Health Services

Participant's Signature: *A Burrowes* **Date:** 05/16/2017



PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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GENERAL INFORMATION

Bid #: 15-012V **Bid Title:** Healthcare Services
Purchase Order #: **Product/Service Provided:** Healthcare Services
Supplier (Company) Name: Maxim Healthcare Services
Contact Name: **Contact Phone #:** () - -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall customer service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Delivery as scheduled or promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	1	2	3	4
	Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
2.) How satisfied are you with the supplier?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.) Will you use this supplier again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quality as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prices as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	1	2	3	4
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