PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

January 17, 2023

ADDENDUM NO. 5
RFP 24-007
HEALTHCARE SERVICES

TO ALL PROPOSERS:

CALLED FOR: JANUARY 24, 2023 @ 2:00 PM

This Addendum amends the above-referenced RFP in the following particulars only:

DELETE: Page 37 of 169 Pages **INSERT:** Page 37 of 169 Pages **– REVISED -**

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of RFP FY24-007 Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

Mr. Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

7.60 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH, the Debarment Form, AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.61 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) 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. Awardee(s) 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 contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee(s) keeps and maintains public records upon completion of the contract, Awardee(s) 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 RFP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

7.63 **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this RFP Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this RFP Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this RFP Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate the RFP Agreement. Termination pursuant to this section is not a breach of this RFP Agreement and may not be considered as such.

7.64 **DEFAULT:** The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this RFP, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will 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 RFP may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and 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 precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.46. If the default is not cured by the Awardee the steps in section 7.44 shall be taken.

END OF THIS SECTION

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January 16, 2023

ADDENDUM NO. 4
RFP 24-007
HEALTHCARE SERVICES

TO ALL PROPOSERS:

CALLED FOR: JANUARY 24, 2023 @ 2:00 PM

This Addendum amends the above-referenced RFP in the following particulars only:

The opening of the RFP has been changed from January 17, 2023 to January 24, 2023 at 2:00 PM.

Since there was a problem downloading the S/M/WBE forms from the RFP, the actual PDF forms have been downloaded to Demandstar.com

1. **Statement of Intent to Perform as a S/M/WBE Contractor – Form 00470**
2. **S/M/WBE Subcontractor Participation Schedule – Form 00475**
3. **S/M/WBE Participation Good Faith Effort Form – Form 00480**

SDOP Management System – Website Link - https://browardschools.smwbe.com/

Certification Webpage - https://www.browardschools.com/Page/58415

Certified Supplier Directory - https://www.browardschools.com/Page/59879

Note: If you have already submitted your proposal, you may submit an additional envelope with these documents to be added to your proposal. This additional envelope must be received on or before January 24, 2023, 2:00 PM.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of RFP FY24-007 Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

Mr. Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

PROCUREMENT & WAREHOUSING SERVICES

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EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

January 9, 2023

ADDENDUM NO. 3
RFP 24-007
HEALTHCARE SERVICES

TO ALL PROPOSERS:

CALLED FOR: JANUARY 17, 2023 @ 2:00 PM

This Addendum amends the above-referenced RFP in the following particulars only:

DELETE – **Attachment U** – School Health Plan (Link does not work)

INSERT: - **Attachment U** – School Health Plan 2020-2022 Attached to this Addendum No. 3

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of RFP FY24-007 Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

Mr. Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

2020 - 2022 School Health Services Plan First Amendment Signature Page

Please ensure that this signature page is signed by the parties below, scanned and sent via email to hsf.sh_feedback@flhealth.gov and your county school health liaison.

My signature below indicates I have reviewed and approved the amended Broward County 2020 - 2022 School Health Services Plan:

Position	Name and Signature	Date
Local Department of Health School Health Coordinator	Maureen O'Keeffe, R.N., B.S.N. (Printed Name) — Maureen O'Keeffe (Signature)	6/24/22 (Date)
County Health Department Administrator/Director/Health Officer	Paula Thaqi, M.D., M.P.H. (*Printed Name*) — P Thaqi MD (*Signature*)	6-24-22 (*Date*)
School Board Chairperson	Laurie Rich Levinson (Printed Name) — Laurie Rich Levinson (Signature)	6/15/22 (Date)
Superintendent of Schools	Dr. Vickie L. Cartwright (*Printed Name*) — Vickie L. Cartwright (*Signature*)	6-16-22 (*Date*)

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

2020 – 2022 School Health Services Plan First Amendment

for

Broward County, Florida

E-mail Plan as an Attachment to:

HSF.SH_Feedback@flhealth.gov and County School Health Liaison

SUMMARY – 2020-2022 SCHOOL HEALTH SERVICES PLAN FIRST AMENDMENT

Statutory Authority: Section (s.) 381.0056, Florida Statutes (F.S.) requires each county health department (CHD) to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the "Plan") that outlines the provisions and responsibilities to provide mandated health services in all public schools. Rule 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed biennially. Please note that items that are colorized blue are internet links that enable you to directly view the relevant reference material.

- Part I: Basic School Health Services - General school health services which are available to all students in Florida's public and participating non-public schools in all 67 school districts.

The Plan contains 4 columns, as follows:

- Column 1 – Statute and/or Rule References. This column includes Florida Statutes, administrative rules and references demonstrating best practices related to school health.
- Column 2 – Program Standard/Requirement. This column provides specific requirements related to the statutes, administrative rules and references listed in column 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (CHD, Local Educational Agency (LEA) and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

Amendment Summary:

- This 2020 – 2022 School Health Services Plan First Amendment shall be amended to replace paragraph 35; and add paragraph 38, below.

Statute and/or Rule References	Program Standard/Requirement	Local Agency(s) Responsible	Local Implementation Strategies and Activities
PART I: BASIC SCHOOL HEALTH SERVICES			
35. Involuntary Examination s. 394.463, F.S. including: s. 1002.20(3)(l), F.S.; s. 1002.33(9), F.S.; s. 381.0056(4)(a)(19), F.S.	35a. The School District Board will ensure that it develops policies and procedures for the implementation of this statutory requirement. A reasonable attempt must be made to notify a student's parent/guardian, or caregiver before the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination.	LEA	LEA has a procedure in place for the implementation of this statutory requirement which is outlined in the Broward County Public Schools Suicide Prevention Manual. Procedure will be shared with all School Health Providers
38. Parental Consent for Health Care Services Section 1014.06, F.S.	36. The School District Board must ensure that it develops policies and procedures for the implementation of the Parent's Bill of Rights. Address the following: s. 1014.06(1), F.S. Except as otherwise provided by law, a health care practitioner, as defined in s. 456.001, or an individual employed by such health care practitioner may not provide or solicit or arrange to provide health care services or prescribe medicinal drugs to a minor child without first obtaining written parental consent. s. 1014.06(2), F.S. Except as otherwise provided by law or a court order, a provider, as defined in s. 408.803, may not allow a medical procedure to be performed on a minor child in its facility without first obtaining written parental consent. s. 1014.06(5), F.S. A health care practitioner or other person who violates this section is subject to disciplinary action pursuant to s. 408.813 or s. 456.072, as applicable, and commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.	LEA	LEA will ensure that it develops a procedure for the implementation of the Parent's bill of rights Addressing the following Statutes: s. 1014.06(1), F.S. s. 1014.06(2), F.S. s. 1014.06(5) Memo was sent to all school administrators. Procedures will be shared with all School Health Providers.

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

2020 – 2022 School Health Services Plan

for

Broward County

Due by September 15, 2020

E-mail Plan as an Attachment to:

ATTACHMENT U

Broward County

HSF.SH_Feedback@flhealth.gov and County School Health Liaison

2020 - 2022 School Health Services Plan Signature Page

Please ensure that this signature page is signed by the parties below, scanned and sent via email to hsf.sh_feedback@flhealth.gov and your county school health liaison.

My signature below indicates I have reviewed and approved the Broward County 2020 - 2022 School Health Services Plan.:

Position	Name and Signature		Date
County Health Department Administrator/Director	Paula Thaqi MD *Printed Name*	Thaqi MD *Signature*	6-8-21 *Date*
County Health Department Nursing Director	Barbara Bateman *Printed Name*	B. Bateman RN *Signature*	6-4-21 *Date*
County Health Department School Health Coordinator	Maureen O'Keeffe *Printed Name*	Maureen O'Keeffe *Signature*	6-4-21 *Date*
School Board Chairperson	Dr. Rosalind Osgood *Printed Name*	*Signature*	*Date* 5/20/21
School District Superintendent	Robert W. Runcie *Printed Name*	*Signature*	*Date* 5-20-21
School District School Health Coordinator	MARCIA BYNOE *Printed Name*	*Signature*	5/20/21 *Date*
School Health Advisory Committee Chairperson	Maureen O'Keeffe *Printed Name*	Maureen O'Keeffe *Signature*	6-4-21 *Date*
Public/Private Partner Provider of School Health Services	Cindy Arenberg Seltzer *Printed Name*	Cindy *Signature*	6/3/21 *Date*

SUMMARY – SCHOOL HEALTH SERVICES PLAN 2020-2022

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

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

- Part I: Basic School Health Services - General school health services which are available to all students in Florida's public and participating non-public schools in all 67 school districts.
- Part II: Comprehensive School Health Services – include increased services in section 381.0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/ intentional injuries, and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to promote return to school after giving birth.
- Part III: Health Services for Full Service Schools (FSS) – Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, aid to dependent children (temporary assistance for needy families (TANF)), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parent/guardian and adult education to meet the needs of the high-risk student population and their families. These services are required of schools as defined in section 402.3026, Florida Statutes.

The Plan contains 4 columns, as follows:

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

Plan Submission:

- If the plan signature page has not been signed by all parties on or before September 15, 2020, you may submit the plan at that time and submit the scanned signature page as a PDF file when it is fully signed.

The parties agree that records maintained by Broward County Public Schools regarding students are education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and federal regulations issued pursuant thereto, 34 C.F.R. § 99; and Chapter 1002.221, F.S. (2018). Further, these education records are confidential and exempt from public inspection under Charter 119.07 (1), F.S. (2008). See also: *Rhea v. District Board of Trustees of Santa Fe College, 109 So. 3d 851, 856 (Fla. 1st DCA 2013).* Therefore, the school district expects all parties to the School Health Service Plan to take all necessary steps to preserve the confidential and exempt nature of this information. It should not be inspected or copied by or provided to anyone other than the parties who have a legitimate need for such information. In addition, where applicable, these records may sometimes be covered by the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Part 164, and must be protected pursuant to HIPAA guidelines.

PART I: BASIC SCHOOL HEALTH SERVICES			
Requirements/References	**Program Standards**	**Local Agency(s) Responsible**	**Local Implementation Strategy & Activities**
1. School Health Services Plan; Basic School Health Services; Comprehensive School Health Services and Full Service Schools: School Health Services Act: s. 381.0056, F.S.; Chapter 64F-6.002, F.A.C.; Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010); ss. 381.0057, F.S., 402.3026, F.S.	1a. Each local school health services plan shall be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.	LEA DOH Broward	The local school health services plan will be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local DOH medical director/administrator.
	1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the county health department medical director/administrator and forwarded to the School Health Services Program office.	LEA DOH Broward	The local school health services plan will be reviewed each year for the purpose of updating the plan. Amendments will be signed by the school district superintendent and the local DOH medical director/administrator.
	1c. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.	LEA DOH Broward	The local school health services plan will describe employing or contracting for all health-related staff and the supervision of all school health

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

	1h. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners.	LEA DOH Broward	All partners providing school health services will follow procedures developed by DOH for the collection of Health Services data. All partners will submit data monthly within specified time frames to be input into HMS. Additional information needed for the Annual Report will be collected annually
	1i. Each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy.	LEA DOH Broward SHAC	The SHAC includes members representing the eight components of the CDC CSH model. A representative from SHAC sits on the LEA Wellness and Learning Supports Committee. In addition, the SHAC annually reviews the LEA Wellness Policy.
2. Health Appraisal s. 381.0056(4)(a)(1), F.S.	2a. Determine the health status of students.	DOH Broward LEA School Health Providers	The health status of students will be determined by any or all of the following: ▪Health History and/or Nursing Assessment ▪Record Review ▪Parent Conference ▪Coordination/collaboration with school personnel/health care providers and implementation of medical orders for students with actual potential or suspected health problems
3. Records Review s. 381.0056(4)(a)(2), F.S. s.1003.22(1)(4) F.S.; Chapters: 64F-6.005(1), F.A.C., 64F-6.004(1)(a),F.A.C.	3a. Perform initial school entry review of student health records, to include school entry physical, immunization status, cumulative health record, emergency information, school health screenings and student-specific health related documents.	LEA DOH Broward	Initial school entry review will be completed by either DOH or LEA and/or the principal's designee. Review will include information regarding: (a) Immunization status and certification; (b) Health history, including any chronic conditions and treatment plan; (c) Screening tests, results, follow-up and corrective action; (d) Health examination report (e) Documentation of injuries and documentation of episodes of sudden

			illness referred for emergency health care; (f) Documentation of any nursing assessments done, written plans of care, counseling regarding health care matters and results; (g) Documentation of any consultations with school personnel, students, parents, guardians or service providers about a student's health problem, recommendations made and results; and (h) Documentation of physician's orders and parental permission to administer medication or medical treatments given in school
	3b. Emergency information card/form for each student shall be updated each year.	LEA	At the beginning of each school year, or upon new student entry, students will submit emergency information cards. School health personnel or principal's designee will review emergency cards annually to identify current medical status. An emergency information card, shall contain a contact person, family physician, allergies, significant health history and permission for emergency care.
4. Nurse Assessment s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C, 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform nursing (RN) assessment of student health needs.	LEA DOH Broward School Health Providers	DOH-Broward, LEA and School Health Providers will perform nursing (RN) assessment of student health needs according to Chapter 64F-6.001(6), Florida Administrative Code.
	4b. For day-to-day and emergency care of students with chronic and/or complex health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	LEA DOH Broward School Health Providers	DOH RN's at assigned schools, LEA RN's at assigned schools and School Health Providers RN's at assigned schools will develop an individualized healthcare plan for day-to-day and emergency care of students with chronic and or complex conditions at schools.

5. Nutrition Assessment s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	LEA DOH Broward School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
6. Preventive Dental Program s. 381.0056(4)(a)(5), F.S.	6a. Provide services such as oral health education, screenings and referrals, dental sealants, fluoride varnish and/or fluoride rinse as appropriate.	DOH Broward	When possible, DOH provides oral health education, screenings and referrals, dental sealants, fluoride varnish and/or fluoride rinse as appropriate to Elementary and Middle School students in school and in the DOH Dental Clinics.
7. Health Counseling s. 381.0056(4)(a)(10), F.S.	7a. Provide health counseling as appropriate.	LEA DOH Broward School Health Providers	All partners providing school health services will provide health counseling, including instruction for health maintenance, disease prevention, and health promotion as appropriate.
8. Referral and Follow-up of Suspected and Confirmed Health Problems s. 381.0056(4)(a)(11), F.S.	8a. Provide referral and follow-up for abnormal health screenings, emergency health issues and acute or chronic health problems. Coordinate and link to community health resources.	LEA DOH Broward School Health Providers	All school health providers will provide referral and follow-up of abnormal health screenings, emergency health issues, and acute or chronic health problems. All school health providers will coordinate and link students to community health resources
9. Provisions for Screenings s. 381.0056(4)(a)(6-9), F.S.; Chapter 64F-6.003(1-4), F.A.C.	9a. Provide mandated screenings: (1) Vision screening shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten – 5. (2) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3. (3) Growth and development screening shall be provided, at a minimum, to students in grades 1, 3 and 6 and optionally	LEA DOH-Broward	LEA provides screeners at assigned schools and DOH-Broward provides screeners at assigned schools to conduct mandated screenings: (1) Vision screening shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten – 5. (2) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3.

	to students in grade 9. (4) Scoliosis screening shall be provided, at a minimum, to students in grade 6.		(3) Growth and development screening shall be provided, at a minimum, to students in grades 1, 3 and 6 and optionally to students in grade 9. (4) Scoliosis screening shall be provided, at a minimum, to students in grade 6. Pursuant to Florida Statute 381.0056(4)(a)(6-9) and (6)(e), parent/guardians have the right to opt out of selected health screenings listed in Florida Administrative Code 64F-6.003(1-4) and the School Health Services Plan. These screenings – offered to students in selected grades – include vision, hearing, scoliosis, and body mass index (BMI), which is also referred to as "growth and development" and includes the calculation of height and weight.
	9b. Obtain parent/guardian permission in writing prior to any invasive screening, (e.g. comprehensive eye exam).	LEA Florida Heiken Vision Providers	Florida Heiken Vision Providers obtain parental consent prior to performing comprehensive eye exams.
	9c. Refer students with abnormal screening results to service providers for additional evaluation and/or treatment (e.g. state contracted vision service providers).	LEA DOH Broward School Health Providers	All school health providers will provide referral and follow up for abnormal health screenings
10. Meeting Emergency Health Needs ss. 381.0056(4)(a)(10), F.S., 1006.165, F.S.; Chapter 64F-6.004(1), F.A.C.; Emergency Guidelines for Schools, 2019 Florida Edition	10a. Ensure written health emergency policies and protocols are maintained and include minimum provisions. Ensure that student emergency information forms/cards are updated annually and completed for each student listing contact person, family physician, allergies, significant health history and permission for emergency care.	LEA DOH Broward School Health Providers	Policies, procedures and protocols for the management of health emergencies will be in writing and kept on file at the LEA, DOH and at each school. Minimum provisions include: ensure student emergency information cards are updated annually for each student, the locations of emergency supplies and equipment, and a list of persons currently certified to provide first aid and cardiopulmonary resuscitation is posted in several areas throughout the school.

			Protocols used are the *Emergency Guidelines for Schools, 2019 Florida Edition.*
	10b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first aid and a list is posted in key locations.	LEA DOH Broward School Health Providers	Health Room staff and two additional non-medical staff in each school will be certified in a CPR/First Aid by a nationally recognized certifying agency. A copy of this certification shall be kept on file in the health room. Names, locations and phone numbers for certified staff is posted in key locations. The principal/designee will post the names of certified staff on 911 posters located in health rooms, school offices, gyms, and cafeterias and throughout other locations in the school.
	10c. Assist in the planning and training of staff responsible for emergency situations.	LEA DOH Broward School Health Providers	DOH, LEA and School Health Providers will assist in the planning and training of staff responsible for the care on a day to day basis to students who are ill or injured while on school grounds during school hours.
	10d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.	LEA DOH Broward School Health Providers	All school health providers and/or principal designee will use the LEA First Aid supply list to monitor adequacy and expiration of first aid supplies, emergency equipment and facilities. AED units shall be checked bi-weekly and documented.
	10e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained.	LEA	The school principal or designee shall follow the District procedures to ensure adequate health, first aid supplies and emergency equipment are available and maintained.
	10f. All injuries and episodes of sudden illness referred for emergency health treatment shall be documented and reported immediately to the principal or the	LEA	All injuries and episodes of sudden illness referred for emergency health treatment will be documented and reported to the principal or designee. All

	person designated by the principal or the acting principal.		school health providers or principal designee will follow LEA procedure to document and monitor all accident/injury reports, and 911 calls.
	10g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to: 1) have an operational automatic external defibrillator (AED), 2) ensure employees expected to use the AED obtain appropriate training, and 3) register the AEDs with the county emergency medical services director.	LEA	Each school that is a member of the Florida High School Athletic Association will have an operational automatic external defibrillator and will ensure a minimum of two non-medical persons will be trained in AED usage. AED's will be registered with the county Emergency Medical Services Director. AED units shall be checked bi-weekly and documented
11. Assist in Health Education Curriculum s. 381.0056(4)(a)(13), F.S.	11a. Collaborate with schools, health staff and others in health education curriculum development.	LEA DOH Broward School Health Providers	LEA is responsible for the development of health education curriculum in all public schools. LEA, DOH and school health providers assist as requested
12. Refer Student to Appropriate Health Treatment s. 381.0056(4)(a)(14), F.S.	12a. Use community or other available referral resources. Assist in locating referral sources for Medicaid eligible, uninsured and underinsured students.	LEA DOH Broward School Health Providers	All school health providers will use community or other available referral resources. Florida KidCare has a contract with Broward County Public Schools to provide information to all students on insurance options.
13. Consult with parent/guardian regarding student's health issues s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parent/guardian, students, staff and physicians regarding student health issues.	LEA DOH Broward School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding student's health issues.
14. Maintain Health-Related Student Records ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	LEA DOH Broward	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personnel. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA will establish a monitoring schedule and review for compliance

15. Nonpublic School Participation ss. 381.0056(5)(a)(18), F.S., 381.0056(5)(a)-(g), F.S.	15a. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements.	LEA DOH Broward	Any nonpublic school may voluntarily participate in the school health services program. Any nonpublic school participating in the school health services program will meet requirements of Florida Statute.
16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement s. 381.0056(4)(a)(17), F.S.; Chapters 6A-6.0331, F.A.C., 64F-6.006, F.A.C.	16a. Provide relevant health information for ESE staffing and planning.	LEA	Collaboration will occur between Exceptional Student Education (ESE) staff and School Health Services staff to provide for staffing and educational planning. Students suspected of being exceptional, shall be referred for professional evaluation in accordance with LEA procedures for providing special programs. Services shall include provision for a current screening for vision and hearing and a review of the student health records to ensure that physical health problems are considered in such placements. The partners shall adhere to FERPA, Florida Statute 1002.22, the Individuals with Disabilities Education Act (IDEA), and where applicable, HIPAA
17. The district school board shall provide in-service health training for school personnel. s. 381.0056(6)(b), F.S.; Chapter 64F–6.002, F.A.C.	17a. Ensure that district staff are provided with training to assist with the day-to-day and emergency health needs of students.	LEA DOH School Health Providers	The district school board, DOH, and community partners are required to provide in-service health training for school personnel to assist with the day-to-day and emergency health needs of students. All school staff are invited to participate in health training events. On-line courses are also available.
18. The district school board shall include health services and health education as part of the comprehensive plan for the school district. s. 381.0056(6)(a), F.S.; Chapter 64F-6.002, F.A.C.	18a. School-based health services and health education are provided to public school children in grades pre-kindergarten through 12.	LEA DOH Broward School Health Providers	School based health services are provided to all public school children in grades pre-k - 12.

19. The district school board shall make available adequate physical facilities for health services. s. 381.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014	19a. Health room facilities in each school will meet Florida Department of Education (FDOE) requirements.	LEA	Every effort is made to meet DOE requirements for Educational and Existing Educational Health room facilities in accordance with guidelines.
20. The district school board shall, at the beginning of each school year, provide parent/guardian with information concerning ways that they can help their children to be physically active and eat healthy foods. s. 381.0056(6)(d), F.S.	20a. List programs and/or resources to be used to help children be physically active and eat healthy foods.	LEA	Schools participate in various healthy physical and healthy food activities. School cafeterias meet the new Federal Guidelines for Healthy Foods.
21. The district school board shall inform parent/guardian in writing at the beginning of each school year of the health services provided. s. 381.0056(6)(e), F.S.	21a. Provide parent/guardian with list of services provided and the opportunity to request an exemption in writing.	LEA	A parent/guardian can notify the school should they choose to opt out of school health services for their children.

22. The presence of any of the communicable diseases for which immunization is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency. s. 1003.22(9), F.S.; Chapter 64F-6.002(2)(d), F.A.C.	22a. The school health plan shall include communicable disease policies. Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.	LEA DOH Broward	DOH and LEA will develop policies which coordinate responses to suspected or confirmed communicable disease or other health occurrences. This includes; Prevention strategies, a process to identify and report communicable disease to DOH, initial response & notification, outbreak investigation, and medical intervention. The LEA has developed procedures to coordinate responses regarding communicable diseases.
23. Each district school board shall include in its approved school health services plan a procedure to provide training, by a registered nurse, a licensed practical nurse, a physician or a physician assistant (pursuant to chapter 458 or 459), to the school personnel designated by the school principal to assist students in the administration of prescribed medication. s. 1006.062(1)(a), F.S.	23a. Include provisions in the procedure for general and student-specific administration of medication training.	LEA	LEA has developed a procedure for the administration of medication during school hours and for licensed professionals to train school personnel in administering medication. Two staff are trained at each school to administer prescribed medication. Certificates of trained staff are maintained in the health room. School Board Policy number 6305 (Medication Administration) addresses Medication Administration at school. School Board Policy number 6305.1 (Medical Marijuana/Low THC Cannabis Use to Qualified Students in Schools
24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel. s. 1006.062(1)(b), F.S.; Chapter 64B9-14, F.A.C.	24a. The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices.	LEA	LEA Policy number 6305 (Medication Administration) addresses Medication Administration at school. Designated school personnel are trained by licensed professionals in administration of prescribed and over the counter medication consistent with delegation practices per Ch. 64B9-14, F.A.C.

25. Each district school board shall adopt a policy and a procedure for allowing a student who is a qualified patient, as defined in s. 381.986, to use marijuana obtained pursuant to that section. ss. 1006.062(8), F.S., 381.986, F.S.	Ensure that all school health room/clinic staff and school staff designated by principals have read and have on file the school district policy on medical marijuana. Pursuant to the district policy, develop procedures to follow when parents of students, that are qualified patients under section 381.986, Florida Statutes, request that medical marijuana be administered to their child at school.	LEA	LEA Policy number 6305.1 (Medical Marijuana/Low THC Cannabis Use To Qualified Students in Schools) addresses administration of medical marijuana at school to qualified BCPS students. No school staff, including healthcare personnel, can store, supply, or administer medical marijuana to a student. Primary caregivers, with a current Florida Department of Health Caregiver ID Registry Card, will provide school with a completed and signed authorization form and administer medical marijuana to the student in accordance with SBBC Policy 6305.1 and section 381.986, Florida Statutes.
26. Students with asthma whose parent/guardian and physician provide approval may carry a metered dose inhaler on their person while in school. s. 1002.20(3)(h), F.S.; National Association of School Nurses (NASN) Position Statement, The Use of Asthma Recue Inhalers in the School Setting	26a. Ensure written authorization for use of metered dose inhaler at school is completed and signed by healthcare provider and parent/guardian.	LEA DOH Broward School Health Providers	LEA has protocols to ensure that any asthmatic student whose parents & physicians provide approval may carry a MDI on their person while in school and/or school related activities and has written authorization signed by a healthcare provider and parent/guardian. All school health providers will develop students' IHPs and/or ECPs in accordance with DOH/LEA guidelines. QI documentation has been developed to record IHP and/or ECP development.
27. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while en route to and from school, in school, or at school-sponsored activities if written parent/guardian and	27a. For students with life threatening allergies, the RN shall develop and update annually IHP that includes an ECP, in cooperation with the student, parent/guardian, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The ECP shall direct that 911 will be called immediately for an anaphylaxis event and	LEA DOH Broward School Health Providers	The RN shall develop an annual IHP that includes an ECP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The ECP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable

physician authorization has been provided. s. 1002.20(3)(i), F.S.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine School Nurse and Handbook for Connection Cards, NASN; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance	have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector.		to perform self-administration of the epinephrine auto-injector.
28. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. **for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic**	28a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	NA	NA

reaction and to administer an epinephrine auto-injection. s. 1002.20(3)(i)(2), F.S.			
29. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the department. The curriculum must include at a minimum: (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and (b) The proper administration of an epinephrine auto-injector. s. 381.88, F.S.	29a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual student) are trained by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity approved by the Department of Health.	NA	NA
30. Students with diabetes will have a Diabetes Medical Management Plan (DMMP) from the student's healthcare provider that includes medication orders and orders for routine and emergency care. An Individualized Healthcare Plan (IHP) will be developed from the DMMP by the RN in collaboration with the parent/guardian, student, healthcare providers and school personnel for the management of diabetes	30a. Maintain a copy of the current physician's diabetes medical management plan and develop and implement an IHP and ECP to ensure safe management of diabetes	LEA DOH Broward School Health Providers	In accordance with LEA protocols students with diabetes will have a Diabetes Medical Management Plan (DMMP) from the student's healthcare provider that includes medication orders and orders for routine and emergency care. An Individualized Healthcare Plan (IHP) will be developed from the DMMP by the RN in collaboration with the parent/guardian, student, healthcare providers and school personnel for the management of diabetes while in school, or at school-sponsored activities. An Emergency Care Plan (ECP) will be developed as a child-specific action plan to facilitate quick and appropriate

while en route to and from school, in school, or at school-sponsored activities. An Emergency Care Plan (ECP) will be developed as a child-specific action plan to facilitate quick and appropriate responses to an individual emergency in the school setting. The ECP may be a component of the IHP. The ECP will summarize signs and symptoms and how to recognize and treat hypoglycemia and hyperglycemia. It shall specify when to call 911. s. 1002.20(3)(j), F.S.; Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting			responses to an individual emergency in the school setting. The ECP may be a component of the IHP. The ECP will summarize signs and symptoms and how to recognize and treat hypoglycemia and hyperglycemia. It shall specify when to call 911. LEA transportation staff will follow District procedures for emergencies while students en-route to and from school.
31. Students with diabetes that have physician and parent/guardian approval may carry their diabetic supplies and equipment and self-manage their diabetes while en route to and from school, in school, or at school-sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student can perform without assistance for diabetic self-management, including	31a. Maintain a copy of the current physician's diabetes medical management plan and develop and implement an IHP and ECP to ensure safe self-management of diabetes.	LEA DOH Broward School Health Providers	In accordance with LEA protocols, students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student can perform without assistance for diabetic self-management, including hypoglycemia and hyperglycemia. All school health providers will develop students IHP and ECP in accordance with DOH/LEA guidelines.

hypoglycemia and hyperglycemia. s. 1002.20(3)(j), F.S.; Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting			
32. A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en route to and from school, in school, or at school sponsored activities, if the school has been provided with authorization from the student's parent/guardian and prescribing practitioner. s. 1002.20(3)(j), F.S.; Chapter 6A-6.0252, F.A.C.	32a. Develop and implement an IHP and ECP for management of the conditions requiring pancreatic enzyme supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician. Maintain documentation of healthcare provider and parental/guardian authorization to self-carry.	LEA DOH Broward School Health Providers	In accordance with LEA policy, a student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner. All school health providers will develop students IHP and an ECP, if indicated, in accordance with DOH /LEA guidelines.
33. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician, or physician assistant. s. 1006.062(4), F.S.;	33a. Document health related child-specific training by an RN for delegated staff. The delegation process shall include communication to the UAP which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate's understanding of assignment, verification of monitoring and supervision. The documentation of training and competencies should be signed and dated by the RN and the trainee.	LEA DOH Broward School Health Providers	All health-related child specific training will be documented. Documentation will include a competency check list signed by the RN and the non-medical assistive personnel assuring child specific training.

Chapters: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	33b. Use of nonmedical assistive personnel shall be consistent with delegation practices per requirements.	LEA DOH School Health Providers	Use of nonmedical assistive personnel is consistent with delegation practices and the Technical Assistance Guidelines (TAGS).
34. Pursuant to the provisions of Chapter 435**, any person who provides services under a school health services plan pursuant to** s. 381.0056, F.S. **must meet level 2 screening requirements as described in** s. 435.04, F.S. **A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 11 months before the date that person initially provides services under a school health services plan.** ss. 381.0059, F.S., 1012.465, F.S.	34a. Collaborate with school district to ensure district background screening policies do not result in duplicate or conflicting background screening requirements for staff providing school health services.	LEA DOH Broward School Health Providers	Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students must meet level 2 screening requirements
35. Immediate notification to a student's parent/guardian, or caregiver if the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463, F.S**.**	35a. The school health services plan shall include policies and procedures for implementation of the aforementioned statutory requirements.	LEA	LEA will immediately notify a student's parent, guardian or caregiver if a student is involuntarily removed from school, school transportation, or a school sponsored activity and taken to a receiving facility for an involuntary examination as specified in Florida Statute.

including the requirements established pursuant to ss. 1002.20(3)(l), F.S., 1002.33(9), F.S., 381.0056(4)(a)(19), F.S.			

PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)			
References/Resources	**Program Standards**	**Local Agency(s) Responsible**	**Local Implementation Strategy & Activities**
36.The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. Services provided under this section are additional and are intended to supplement, rather than supplant, basic school health services. ss. 381.0057(6), F.S., 743.065, F.S.	36a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.	DOH Broward	The professional nurse will provide oversight of health services identified with actual or potential health problems through developing a plan of care: a) nursing assessment b) facilitating and planning appropriate interventions c) referral d) follow-up e) case management f) education g) evaluations
	36b. Provide health activities that promote healthy living in each school.	DOH Broward	Participate/support LEA Food and Nutrition Services & Wellness Policy. Encourage schools to participate in school sponsored wellness programs
	36c. Provide health education classes.	DOH Broward	Collaborate with classroom teachers & resource staff to provide presentations which will promote healthy living & standard topics in accordance with LEA guidelines/policies/curriculum
	36d. Provide or coordinate counseling and referrals to decrease substance abuse.	LEA DOH Broward	Collaborate with school counselors and school resource officers regarding individual or group activities to decrease substance

			abuse (alcohol, tobacco, other drugs). Encourage SWAT (Students Working Against Tobacco). Collaborate with community, counselors and other personnel to identify students at risk/engaged in substance abuse. Consult with school counselors/health providers, as indicated.
	36e. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts.	LEA DOH Broward	LEA guidelines outline steps for students at risk. Signs and symptoms are available to staff. Coordinate with suicide prevention designee to assess students at risk and provide interventions and classes. Collaborate with agencies to provide counseling resources.
	36f. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high-risk behaviors.	LEA DOH Broward	Collaborate with classroom teachers and educational resource staff to provide presentations focused on reducing high risk behaviors.
	36g. Identify and provide interventions for students at risk for early parenthood.	LEA DOH Broward	Identify at risk students from absentee and academic reports. Identify students through self-referral, peers, nursing assessments and parent teacher conferences. Interventions include: collaboration with social workers, parents, guidance counselors and other health professionals.
	36h. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.	LEA DOH Broward	Presentations will be given to promote healthy lifestyle with educational programs related to human sexuality in accordance with LEA guidelines/policies/curriculum. Individual and group counseling is available.

	36i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA DOH Broward	LEA/DOH will link students to teen pregnancy prevention programs. LEA/DOH collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy in accordance with LEA guidelines/ policies/curriculum. .
	36j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	LEA DOH Broward	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management
	36k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	LEA DOH Broward	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.

PART III: HEALTH SERVICES FOR FULL SERVICE SCHOOLS (FSS)

References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
37.The State Board of Education and the Department of Health shall jointly establish full-service schools (FSS) to serve students from schools that have a student population at high risk of needing medical and social services s. 402.3026(1), F.S.	37a. Designate full-service schools based on demographic evaluations.	LEA DOH Broward	Full Service Schools have been identified based on demographic evaluations.
	37b. Provide nutritional services.	LEA DOH Broward	Full Service Schools provide specialized services as needed and requested by staff and students
	37c. Provide basic medical services.	LEA DOH Broward School Health Providers	Full Service Schools provide basic medical services.
	37d. Provide referral to dependent children Temporary Assistance to Needy Families (TANF).	LEA DOH Broward	Full Service Schools provide referrals to TANF as needed.

		School Health Providers	
	37e. Provide referrals for abused children.	LEA DOH Broward School Health Providers	Full Service Schools reports suspected abuse or neglect to the Abuse Hotline.
	37f. Provide specialized services as an extension of the educational environment that may include: nutritional services, basic medical services, aid to dependent children, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parent/guardian, and adult education.	LEA DOH Broward School Health Providers	Referrals are made as appropriate.
	37g. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	LEA	Full Service Schools develop agreements for in-kind health, social services and community partners.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
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January 2, 2023

ADDENDUM NO. 2
RFP 24-007
HEALTHCARE SERVICES

TO ALL PROPOSERS:

CALLED FOR: JANUARY 17, 2023 @ 2:00 PM

This Addendum amends the above-referenced RFP in the following particulars only:

Below is an additional question received with its response.

- **QUESTION #96**:

  This inquiry is related to the information stated on Page 11 section 4.2.5 which i've listed below for your reference in italics:

  "Proposer must show proof that the company has at least three (3) years experience providing pediatric nursing services to School Districts within the State of Florida. Proposer may use reference letters as proof that the services were performed at a school location."

  Would The School Board of Broward County amend this requirement of the RFP to remove the 5 words "within the State of Florida" from Page 11 Section 4.2.5 so that our proposal may be considered?

  ANSWER TO QUESTION #96: No. SBBC is interested in Proposers who service the State of Florida and its School Districts.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of RFP FY24-007 Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

Mr. Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

PROCUREMENT & WAREHOUSING SERVICES

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December 26, 2022

ADDENDUM NO. 1

RFP FY24-007
HEALTHCARE SERVICES

READ THIS ADDENDUM CAREFULLY BEFORE SUBMITTING YOUR PROPOSAL.

TO ALL PROPOSERS:

CALLED FOR: JANUARY 17, 2023 @ 2:00 PM

This Addendum amends the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received with its corresponding answer.

DELETE: Page 20 of 169 Pages	**INSERT:** Page 20 of 169 Pages - **REVISED**
DELETE: Page 13 of 169 Pages	**INSERT:** Page 13 of 169 Pages - **REVISED**
DELETE: Page 53 of 169 Pages	**INSERT:** Page 53 of 169 Pages - **REVISED**

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of RFP FY24-007, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed
Mr. Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

Key:

ESES/C - Med-Fragile = Nurses who handle medically-fragile students

CSHS: Coordinated Student Health Services (general school nursing services)

QUESTIONS & ANSWERS

- **QUESTION #1:** The Tandym Group is Staffing Firm, are we able to submit a response to this RFP?

  ANSWER TO QUESTION #1: Yes.

- **QUESTION #2:** Is The School Board of Broward County, seeking per diem, local or travel staff to fill their needs?

  ANSWER TO QUESTION #2: Healthcare workers must be local (within the Tri-County Area) and must travel to their assigned locations. Proposer's costs are to be individually quoted as specified and must include all travel and out-of-pocket expenses (all-inclusive) (Refer to Section 4.3.3 of the RFP)

- **QUESTION #3:** How many vendors received this RFP?

  ANSWER TO QUESTION #3: That is undetermined at this time.

- **QUESTION #4:** Why is the contract out for bid? Is it required to be put out for bid?

  ANSWER TO QUESTION #4: This contract is out for bid since School Board Policy 3320, Purchasing Policy requires a solicitation for the procurement of services that has a spending authority over $50,000. Yes.

- **QUESTION #5:** Is SBBC satisfied with the current provider(s) of services?

  ANSWER TO QUESTION #5: Yes and we would like to increase the pool of providers we currently have on bid.

- **QUESTION #6:** Are we required to submit pricing for all titles included in the RFP?

  ANSWER TO QUESTION #6: Yes. Refer to Section 4.3.3. of the RFP and Page 20 of 169 Pages – REVISED.

- **QUESTION #7:** How many vendors is SBBC planning on awarding?

ANSWER TO QUESTION #7: The Evaluation Committee decides how many vendors will be awarded. Refer to Sections 5.6 and 5.7 of the RFP.

- **QUESTION #8:** What was the spend in years 2019, 2020, 2021 and 2022?

  ANSWER TO QUESTION #8:
  Fiscal Year 2019 – Contract not awarded.
  Fiscal Year 2020 - $5,448,801
  Fiscal Year 2021 - $8,871,138
  Fiscal Year 2022 - $7,306,035 (up to 12/07/22)

- **QUESTION #9:** Has SBBC contracted for temporary medical services in the past?

  ANSWER TO QUESTION #9: Yes on previous bids.

- **QUESTION #10:** If yes, what was SBBC charged per hour per tile?

  ANSWER TO QUESTION #10: Current pricing is attached to this Addendum – Exhibit 1.

- **QUESTION #11:** Who were/are the previous incumbents?

  ANSWER TO QUESTION #11: Incumbents are attached to this Addendum – Exhibit 1.

- **QUESTION #12:** How many vendors does the School Board work with for temporary medical staffing?

  ANSWER TO QUESTION #12: Nine (9) vendors.

- **QUESTION #13:** Is this RFP seeking new firms to add to the current vendor panel or bring in completely new vendors?

  ANSWER TO QUESTION #13: We would like our current vendors to bid on this new solicitation as well as many new vendors as well.

- **QUESTION #14:** How many estimated nurses are expected to be utilized for this RFP?

  ANSWER TO QUESTION #14: Approximately 185-200 general nursing services; 130 for med-fragile.

- **QUESTION #15:** What is the total spend budgeted for temporary staff?

  ANSWER TO QUESTION #15: The spending is based on the contract award amount. At this time the contract award amount is $24,761,537. This amount is due to increase in 2023; it is unknown, at this time, what the increase amount will be; this could increase to $30,000,000.

- **QUESTION #16:** Is this a new requirement or an existing requirement?

  ANSWER TO QUESTION #16: This is an existing service requirement.

- **QUESTION #17:** How many incumbents are there performing this work?

  ANSWER TO QUESTION #17: See answer to Question 11.

- **QUESTION #18:** What are the incumbent's names, contract #'s, and revenues received under the incumbent contract?

  ANSWER TO QUESTION #18: See answer to Question 11.

- **QUESTION #19:** What did you like about the previous contract? Dislikes?

  ANSWER TO QUESTION #19: We were pleased to have the contract work through COVID but the costs for nursing services have significantly increased after COVID.

- **QUESTION #20:** How many FTEs were on the previous contract? Has the PWS Changed?

  ANSWER TO QUESTION #20: Since there is no response from the Proposer when asked for clarification (twice), this question will remain unanswered.

- **QUESTION #21:** What are your KPIs?
-

  ANSWER TO QUESTION #21: Since there is no response from the Proposer when asked for clarification (twice), this question will remain unanswered.

- **QUESTION #22:** If we have a teaming agreement with a subcontractor, does the subcontractor's experience count as experience for the prime?
  ANSWER TO QUESTION #22: The Answer is ***NO***, The API implemented in this **S/M/WBE Evaluation Preference for "Best Value" RFPs with a subcontracting goal under the SMWBE Subcontracting Program.**

  To be eligible to receive Evaluation Preference points:

  1. **Prime must be SBBC SMWBE Certified**
     And /OR
  2. **Commit to Participation in the SMWBE Subcontracting Program by utilizing an SBBC Certified Subcontractor/Subconsultant.**
     Evaluation of the SDOP requirements is not done on Experience but rather, Participation Commitment in SBBC's SDOP Program.

- **QUESTION #23:** Is this a new initiative? If not, please provide the names of the current vendor(s) providing these services.

  ANSWER TO QUESTION #23: No. See answer to Question 11.

- **QUESTION #24:** Can you please let us know the previous spending of the contract?

  ANSWER TO QUESTION #24: This information is attached to this Addendum.

- **QUESTION #25:** Please confirm if we can get the proposals or pricing of the incumbents.

  ANSWER TO QUESTION #25: The pricing is attached to this Addendum. Copies of their proposals must be submitted through a public request – See General Condition 7.61 – Public Records in the RFP.

- **QUESTION #26:** Are there any pain points or issues with the current vendors?

  ANSWER TO QUESTION #26: No.

- **QUESTION #27:** Please confirm the anticipated number of awards.

  ANSWER TO QUESTION #27: This cannot be determined at this time as no proposals have been received and evaluated.

- **QUESTION #28:** Are you currently working with any agencies providing Healthcare Services to your District?

  ANSWER TO QUESTION #28: Yes. See answer to Question 11.

- **QUESTION #28:** Who are the current vendors and what prices do they charge for each service?

  ANSWER TO QUESTION #28: See attachment to this Addendum – Exhibit 1.

- **QUESTION #29:** Have all the vendors been able to meet all of your needs?

  ANSWER TO QUESTION #29: Yes.

- **QUESTION #30:** How many RN supervisors, RNs, LPNs, Respiratory Therapists, Unlicensed Assistive Healthcare Personnel (FTE) did each vendor provide to your District for the current 20/21 school year?

  ANSWER TO QUESTION #30: For Med-Fragile - See Attachment – Exhibit 2 for ESES/C (Med-Fragile). For CSHS and for FY20/21 the contracted partners provided 445 RN's, LPNs and HSTs. The District did not utilize any Respiratory Therapists. Contracted Agencies were assigned schools based on the school's needs and ability to staff schools.

- **QUESTION #31:** How many RNs, LPNs, Respiratory Therapists, and Unlicensed Assistive Healthcare Personnel (FTE) do you anticipate needing for the upcoming 23/24 school year?

  ANSWER TO QUESTION #31: For Med-Fragile - See Attachment – Exhibit 2 for ESES/C (Med Fragile). For CSHS – anticipates approximately 183 healthcare personnel for upcoming 23/24 school year.

- **QUESTION #32:** How many hours per day are RNs expected/guaranteed to work per day?

  ANSWER TO QUESTION #32: For Med-Fragile the hours are 7.5 hours. CSHS Nurses/HST work a bell to bell school schedule.

- **QUESTION #33:** Do you require that clinician resumes and/or licensure be submitted with the proposal?

  ANSWER TO QUESTION #33: Provide exactly what is required for Sections 4.2.4 and 4.3.1.5 of the RFP.

- **QUESTION #34:** What are the District's supervisory requirements for the RNs?

  ANSWER TO QUESTION #34: ESES/C - Med-Fragile nurses have 1 supervisor to 10 students. CSHS, RN supervisors are required to maintain 10 schools to 1 RN supervisors.

- **QUESTION #35:** Do all students served require RN support during transportation to and from school?

  ANSWER TO QUESTION #35: ESES/C - Med-Fragile has approximately 80%.

- **QUESTION #36:** Does SBBC provide the training referenced in this item (bloodborne pathogens, confidentiality policies, etc.)?

  ANSWER TO QUESTION #36: ESES/C - Med-Fragile, the Agencies train and SBBC provides some training as well. Coordinated Student Health Services – No training.

- **QUESTION #37:** Will the School District consider providing all medications, equipment, supplies, etc.?

  ANSWER TO QUESTION #37: ESES/C - Med-Fragile may supply some equipment like oxygen concentrators. CSHS, the schools provide the essential supplies and equipment for the health room. All student-specific equipment and medication will be provided by the parent/guardian.

- **QUESTION #38:** Will the school district provide PPE for contracted healthcare personnel?

  ANSWER TO QUESTION #38: Med-Fragile has provided PPE in the past. CSHS, the schools will provide the necessary PPE equipment/supplies.

- **QUESTION #39:** Could the District clarify the Medicaid Billing Project? Would it be appropriate to assume that the contracted RN would only be responsible for completing documentation required for WCPSS to submit for Medicaid reimbursement and that the agency will not be submitting claims directly to Medicaid?

  ANSWER TO QUESTION #39: For Med-Fragile, the District bills for students who are paid through the District and therefore, Agencies do not bill Medicaid for services. For Agencies that accept Medicaid, bill Medicaid themselves. CSHS, this does not apply.

- **QUESTION #40:** Does the nursing staff work on teacher work days and professional development days?

ANSWER TO QUESTION #40: **No. Nursing agencies are not scheduled to work on teacher workdays. Workshops are held on professional development days. Attendance is required at workshops.**

- **QUESTION #41:** How many hours are in a typical school day (i.e., how many hours are healthcare personnel allowed to be on-site and billing)?

  ANSWER TO QUESTION #41: **ESES/C - Med-Fragile – 7.5 Hours. CSHS, Agency nurses are scheduled to work a bell-to-bell schedule. School hours vary from 6 to 7.5 hours daily.**

- **QUESTION #42:** How many work days are the nurses assigned for the school year?

  ANSWER TO QUESTION #42: **Med-Fragile – approx.. 175 days. Agencies work Monday through Friday at the school during student attendance only. Estimated at 175 days, 6 half days (early release).**

- **QUESTION #43:** How will vendors be notified of award?

  ANSWER TO QUESTION #43: **After the School Board meeting when this contract is presented and approved, an award letter sent by the Purchasing Agent to each Proposer and a request for your Certificate of Insurance must be approved by our Risk Management Department before the work starts.**

- **QUESTION #44:** Do you anticipate awarding to one or multiple vendors?

  ANSWER TO QUESTION #44: **Multiple, as in previous awards.**

- **QUESTION #45:** Will assigned healthcare personnel have access to medical materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

  ANSWER TO QUESTION #45: **ESES/C - Med-Fragile nurses bring their own materials as stated above, but have access to protocols, PPE and AED through the school. CSHS, Yes.**

- **QUESTION #46:** Will assigned healthcare personnel have access to computers/laptops and printers provided by your schools?

ANSWER TO QUESTION #46: ESES/C - Med-Fragile nurses have handwritten notes kept in their binder. CSHS will provide laptops that must be signed out and Awardee is fully responsible for the replacement if the laptop is lost or stolen.

- **QUESTION #47:** Are we required to provide any technology (i.e., PPE, laptops, printers, access to teletherapy platform)?

  ANSWER TO QUESTION #47: ESES/C - Med-Fragile, the schools have provided PPE in the past. CSHS, PPE is provided by the schools or District; Laptops (see answer to Question 46). All schools with Telehealth platform are provided training, equipment and supplies to the agency staff by the Telehealth providers.

- **QUESTION #48:** Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

  ANSWER TO QUESTION #48: ESES/C - Med-Fragile only bill for direct treatment which includes transportation with students. CSHS, No.

- **QUESTION #49:** Do contractors have to travel between schools during the workday? If so, are they required to clock out during travel between schools OR are they able to stay clocked in during travel between schools?

  ANSWER TO QUESTION #49: ESES/C - Med-Fragile supervisors will travel between schools to see the med-fragile nurses/students. Contracted RN Supervisors are required to travel from and to school during the workday depending on their assignment.They will be paid based on agreed hours for their school assignment. They are expected to login and out at each school.

- **QUESTION #50:** Will our healthcare personnel bill Medicaid on behalf of Broward County School District and Medicaid pay Broward County School District or does our company bill Medicaid directly and receive payment from Medicaid directly?

  ANSWER TO QUESTION #50: ESES/C - Med-Fragile, the Agencies that bill Medicaid will do so. The Agencies that don't bill Medicaid, the District will bill Medicaid. CSHS, this does not apply.

- **QUESTION #51:** If we are not an MWBE and do not subcontract with MWBE for this project, what forms in Attachment A are required to be completed?

  ANSWER TO QUESTION #51: None.

- **QUESTION #52:** Why is this RFP being issued?

  ANSWER TO QUESTION #52: To provide nursing (healthcare) services to the students in our District.

- **QUESTION #53:** Does Broward Schools have a current contract for healthcare services?

  ANSWER TO QUESTION #53: Yes, the current contract number is FY21-008 – Healthcare Services.

- **QUESTION #54:** Who are the current incumbent vendors?

  ANSWER TO QUESTION #54: See attachment to this Addendum – Exhibit 1.

- **QUESTION #55:** What are the current incumbent vendor bill rates by discipline?

  ANSWER TO QUESTION #55: See attachment to this Addendum – Exhibit 1.

- **QUESTION #56:** How many FTEs and in which disciplines are you looking for?

  ANSWER TO QUESTION #56: ESES/C - Med-Fragile Full Time Employees = RN's and LPNs.

- **QUESTION #57:** Are you satisfied with the current vendors? If not, why not?

  ANSWER TO QUESTION #57: Yes we are satisfied with the current vendors.

- **QUESTION #58:** How many FTES are currently working under this contract in each category?

  ANSWER TO QUESTION #58: Med-Fragile 60% RN and 40% LPN (can be fluent)

- **QUESTION #59:** Can a bidder bid on some categories of staffing or do you need to submit for all?

  ANSWER TO QUESTION #59: See Section 4.3.3 of the RFP and the attached revised page for Cost of Services Page 20 of 169 Pages – REVISED. The answer is provided on that page. See answer to Question 6.

- **QUESTION #60:** What is the current $ value spent per year?

  ANSWER TO QUESTION #60: See answer to Question 8.

- **QUESTION #61:** Can you provide the previous 3 years budget spend?

  ANSWER TO QUESTION #61: See answer to Question 8.

- **QUESTION #62:** When do you anticipate the award to be made and services to start?

  ANSWER TO QUESTION #62: The recommendation of award is stated in Section 2.0 calendar and services will start as stated in Section 3.4 of the RFP.

- **QUESTION #63:** Is the District amenable to changing the related deliverable components and contractual languages associated with the first change?

  ANSWER TO QUESTION #63: No. Provide exactly what is required by Section 4.3.2, Scope of Services. Conditioned proposals may not be accepted (see below).

  From the Required Response Form.
  "Proposer agrees to complete, an **unconditional acceptance** of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understands that the following are requirements of this RFP and **failure to comply will result in disqualification of proposal submitted**.

- **QUESTION #64:** Is the District amenable to changing its clinical support model in order to accommodate a scalable staffing solution

  ANSWER TO QUESTION #64: No. We follow what is written in the RFP.

- **QUESTION #65:** Is the District open to a staffing partner that can provide the staffing services and modalities ONLY, while the district would be responsible for all management of care, as well as materials staff would need?

  ANSWER TO QUESTION #65: No.

- **QUESTION #66:** Should a vendor not be able to meet all of the specifications or qualifications of this bid, is there a way that they can submit an alternative solution or proposal that they would be able to service more adequately, should it be needed?

  ANSWER TO QUESTION #66: No. The staffing partners are responsible for all management of care for their assigned staff.

- **QUESTION #67:** Would the district consider an RFP separate from this one that would adhere strictly to the staffing personnel of these modalities (RN, LPN, etc.) rather than the current one with a multitude of requirements in supervision?

  ANSWER TO QUESTION #67: At this time, the District will not have separate RFPs to support the different staffing modalities. CSHS and ESE/C will remain as shown in the original charts provided.

- **QUESTION #68:** In **Attachment G** - **Cost of Services**, in rows 5 and 6, what does it mean when it states, "Hourly Rate for LPN to include substitutes"? These rows specify RT: Respiratory Therapists and Unlicensed Assistive Healthcare Personnel.

  ANSWER TO QUESTION #68: This is a typo on the Cost of Services excel sheet and should read accordingly.

  5. RT: Respiratory Therapist
     ~~Hourly Rate for LPN to include substitutes~~
     Hourly Rate for Respiratory Therapist to include substitutes

  6. Unlicensed Assistive Healthcare Personnel
     ~~Hourly Rate for LPN to include substitutes~~
     Hourly Rate for Unlicensed Assistive Healthcare Personnel to include substitutes

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- **QUESTION #69:** Regarding 6.8 Vendor Registration, does CR & RA Investments, LLC need to register as a new vendor upon bid proposal?

  ANSWER TO QUESTION #69: If you are a current vendor and have been awarded previous contracts, you do not need to register on eProcure. This registration is for new vendors who have not registered before with SBBC.

- **QUESTION #70:** Will contracted vendors be required to possess and maintain an active Medicaid provider number?

  ANSWER TO QUESTION #70: This is not a requirement to be a Medicaid provider but it does help with the process and is encouraged.

- **QUESTION #71:** Section 4.3.1.12 references Attachment DD, however, that attachment cannot be found in the RFP. Can you please provide Attachment DD?

  ANSWER TO QUESTION #71: This is a typo and the section should read as follows.

  4.3.1.12 **Organizational Chart**: Provide the current organizational chart for your company. A recommended organization chart for providing services can be found in **Attachment T**. Using the chart provided in **Attachment T**, provide a sample organizational chart, for your company, that would be used for this contract

  See Page 13 of 169 Pages **– REVISED –** attached to this Addendum.

- **QUESTION #72:** Regarding section 4.3.1.4, is it acceptable to get a letter of reference from any SBBC Personnel, such as Principals or Office Managers that can attest to the quality nursing care we've provided over the years and have longstanding relationships with?

  ANSWER TO QUESTION #72: Yes, we accept SBBC as a reference. Make sure your reference letter(s) state(s) the number of years you have been performing nursing services.

- **QUESTION #73:** Will a notification of award mean CareerStaff would be eligible to provide staff to all SBBC schools?

  ANSWER TO QUESTION #73: After the School Board has approved this contract at a School Board meeting, you will receive an award letter that will authorize you to proceed with the services of the contract; BUT in order to provide these services, your Certificate of Insurance must be approved by our Risk Management Department and your personnel must be badged, fingerprinted, and have an approved background check before entering on School Board property. All personnel must wear their SBBC Issued ID Badge at all times. Only wearing Awardee's ID Badge is not acceptable.

- **QUESTION #74:** Is there a contract that we would need to sign if we receive a recommendation of award or would our RFP submission constitute a contract?

ANSWER TO QUESTION #74: There will be a written Agreement that will be approved by our legal department in order for your company to sign before the contract is submitted to the School Board for approval. The sample Agreements are attached to the RFP (Attachments K and L)

- **QUESTION #75:** Will SBBC locations issue purchase orders in lowest to highest form (i.e. if there are 3 awarded vendors to provide RN's and Vendor A bids 45, Vendor B bids 50 and Vendor C bids 55, would Vendor A be the first firm to receive a PO?

  ANSWER TO QUESTION #75: Purchase Orders are issued based on the need for services.

- **QUESTION #76:** Are there any pain points from previous RFP's you are looking to solve?

  ANSWER TO QUESTION #76: No.

- **QUESTION #77:** On average, how many contractors are utilized across all SBBC locations each week?

  ANSWER TO QUESTION #77: All incumbent vendors are utilized.

- **QUESTION #78:** Could you provide the average length of the assignment?

  ANSWER TO QUESTION #78: ESES/C - Med-Fragile would expect to be working throughout the school year.

- **QUESTION #79:** Do we have to bid on every position?

  ANSWER TO QUESTION #79: See answer to Question 59.

- **QUESTION #80:** If we do not plan to subcontract with a SMWBE enterprise would we potentially be able to receive a notification of award?

  ANSWER TO QUESTION #80: Subcontracting under the SMWBE program is not a requirement but you would not receive any point value for that section. See Sections 4.3.4 and 5.1.

- **QUESTION #81:** Is SMWBE subcontracting required?

  ANSWER TO QUESTION #81: See answer to Question 80.

- **QUESTION #82:** Page 12, Section 4.3.1.5 Resumes and Licenses/Certifications - Could you clarify this section? Does SBBC want resumes of every potential RNS, RNs, LPNs RT we might assign to this project? That could potentially be hundreds of resumes

  ANSWER TO QUESTION #82: You are providing a "sampling" of your potential nurses. The number of resumes and certifications provided is up to the Proposer. Coordinated Student Health Services and Exception Student Education may want to have a list of all nurses with resumes and certifications that will work on this contract after the award.

- **QUESTION #83:** Page 16 Section 4.3.2.11 Professional Development - could you clarify the length of time for these workshops and what they entail?

  ANSWER TO QUESTION #83: ESES/C - Med-Fragile would be 8 hours, details of the job.

- **QUESTION #84:** Page 47 Paragraph 2 - Would the specific billing instructions presentation be in person?

  ANSWER TO QUESTION #84: ESES/C - Med-Fragile nurses will meet on TEAMS and will be given directions.

- **QUESTION #85:** Would SBBC consider waiving the Auto Liability requirement?

  ANSWER TO QUESTION #85: No, if nurses will be driving on school campus to perform work.

- **QUESTION #86:** Page 7 reads: *Some students may require healthcare services at prescribed times or a specified number of hours during the school day (e.g., 11:00 am to 1:00 pm) while other students may require services for the full school day (7.5 hours) and sometimes on a one-to-one basis.*
  a) How many billable hours of services are in one day for school-based nurses?
  b) How many billable hours of services are in one day for nurse supervisors?
  c) Do billable hours for nurse supervisors include direct student services and administrative tasks (reporting, supervisory visits, etc.)?

  ANSWER TO QUESTION #86:
  (a) ESES/C - Med-Fragile - depends on the hours of work with Med-Fragile students are in school and the transportation.
  (b) ESES/C - Med-Fragile supervisors are usually 7.5 hours.
  (c) ESES/C - Med-Fragile – Yes.

- **QUESTION #87:** Please clarify Medicare/Medicaid Billing:
  (a) Will the vendor be required to bill Medicare/Medicaid with direct reimbursement to the vendor?
  (b) Will the vendor be required to enter Medicaid billing through the District's billing platform?

  ANSWER TO QUESTION #87:
  (a) ESES/C - Med-Fragile – Yes, if the student has Medicare/Medicaid.
  (b) ESES/C - Med-Fragile – No.

- **QUESTION #88:** Will the District provide laptops and necessary supplies to perform the scope of work?

  ANSWER TO QUESTION #88: ESES/C - Med-Fragile nurses – No. For CSHS, see answer to Question 46.

- **QUESTION #89:** In what order will the District request candidates from awarded vendors (based on highest proposal score, all-call, etc.)?

  ANSWER TO QUESTION #89: Services will be requested as needed.

- **QUESTION #90:** Page 11 reads: *The proposer must have a current State of Florida license and certification(s) to provide healthcare services as described in this RFP.*
  a) Is this requirement referring to a general business license?
  b) Are Agency for Healthcare Administration (AHCA) licenses required?

  ANSWER TO QUESTION #90:
  (a) No not a city business license. This reference is your business license with the State of Florida (Sunbiz)
  (b) Out-of-state certifications/licensure are NOT accepted. Must provide the certificates/Licensure that is required by the RFP.

- **QUESTION #91:** Page 11 reads: *E. State the name of the Director of Healthcare for your firm and submit a copy of the director's license as a registered healthcare provider.*
  a) Does the District have minimum requirements regarding who is acceptable as a Director of Healthcare (i.e. MD vs. RN)

  ANSWER TO QUESTION #91: We do not have any requirements as to whom your director of healthcare is. We only need the name of the director of your facility and any certification(s) that the director may have.

- **QUESTION #92:** Page 17 reads: *Telehealth Duties and Responsibilities. Awardee(s) are required to be trained and conduct telehealth visits provided by the District's approved vendors with telehealth consent on file.*
  a) Will the District provide all the equipment required?

  ANSWER TO QUESTION #92: Yes, equipment will be provided for Telehealth services.

- **QUESTION #93:** Page 47 reads: *At the beginning of each school year, specific billing instructions are presented to the Awardee(s). Awardee(s) must attend this presentation and adjust (if necessary) to their invoicing/billing process to accommodate SBBC's billing and payment process for containing all the information found in Attachment S – Sample Invoice*
  a) Is this meeting virtual or in-person?

  ANSWER TO QUESTION #93: ESES/C - Med-Fragile nurses can be on TEAMS meeting or in person. Attendance should be in person.

- **QUESTION #94:** Are vendors expected to supervise healthcare professionals from another agency?

  ANSWER TO QUESTION #94: No.

- **QUESTION #95:** Although the RN Supervisor has a 1:10 school ratio, can more than 1 nurse be assigned to the same school (i.e. 1 RN Supervisor:12 RNs)?
  a) If more than 1 nurse can be assigned to the same school, will the District consider proposals that require the nurses to be from the same vendor?

  ANSWER TO QUESTION #95: ESES/C - Med-Fragile nurses will have a supervisor-to-student ratio of 1:10, no exceptions.
  (a) No. The ratio stated in the RFP must be followed.

General Condition 7.1 – Liability (Indemnification). This statement is to provide clarification regarding this section of the RFP and also on the sample Agreement. **It is to be understood by all Proposers that this section is NOT subject to negotiation or exception and any proposal that fails to accept these conditions completely shall be rejected and their proposal considered "non-responsive."**

If a Proposer check-marks or indicates that they agree with this Liability/Indemnification in Section 4.2.1 (Minimum Eligibility Requirements) and then provides an exception to this condition within their proposal, this is considered a "conflict" and shall render the proposal as "non-responsive" and the proposal rejected.

Current Awarded Vendors and Pricing – Exhibit 1

Broward Children's Center 200 SE 19th Avenue Pompano Beach, Florida 33060 Contact" Marjorie Evans Phone: 954-410-4408 Email: margee@bcckids.org	Registered Nurse Supervisors - $30.00/hr Registered Nurse (RN) - $29.10/hr Licensed Practical Nurse (LPN) - $25.32/hr Respiratory Therapist (RT) - $29.00/hr Un-licensed Assistive Personnel $16.00/hr Training – $1.00/hour
CR & RA Investments, Inc. d/b/a **Integrity Health Services** 3511 W. Commercial Blvd., Suite 302 Fort Lauderdale, Florida 33309 Contact" Ryan Ross Phone: 954-485-4804	#Registered Nurse Supervisors - $34.00/hr #Registered Nurse (RN) - $32.00/hr Licensed Practical Nurse (LPN) - $28.50/hr Respiratory Therapist (RT) - $30.00/hr Un-licensed Assistive Personnel $16.00/hr Training – No Charge
Creative Solutions Companion Care 524 Datura Street, Suite #109 West Palm Beach, Florida 33401 Contact: Rose Lawless Phone: 561-412-4077 Email: rlawless@creativesolutionsccs.com	#Registered Nurse Supervisors - $34.00/hr #Registered Nurse (RN) - $32.00/hr Licensed Practical Nurse (LPN) - $27.00/hr Respiratory Therapist (RT) - $29.75/hr Un-licensed Assistive Personnel $16.75/hr Training – No Charge
EDU Healthcare, LLC 7930 W. Kenton Circle, Suite 220 Huntersville, NC 28078 Contact: Lynne Nichol Phone: 704-233-7118 Email: lnicol@eduhealthcare.com	#Registered Nurse Supervisors - $34.00/hr #Registered Nurse (RN) - $32.00/hr Licensed Practical Nurse (LPN) - $28.70/hr Respiratory Therapist (RT) - $29.50/hr Un-licensed Assistive Personnel $17.00/hr Training – No Charge
Pediatric Urgent Care d/b/a Goodside Health 1701 River Run – Suite 302 Forth Worth, Texas 76107 Contact: Kevin Pearce Phone: 214-232-9870 Email: kpearce@urgentcarekids.com kp@goodsidehealth.com	Registered Nurse Supervisors - $35.00/hr Registered Nurse (RN) - $32.00/hr Licensed Practical Nurse (LPN) - $29.00/hr Respiratory Therapist (RT) - $30.00/hr Un-licensed Assistive Personnel $17.00/hr Training – $15.00/hr
Sierra Lifecare, Inc. 4300 N. University Drive, Suite F-102 Lauderhill, Florida 33351 Contact: Judy Perkins Phone: 954-741-8160 Email: jpsierra23@yahoo.com	#Registered Nurse Supervisors - $34.00/hr #Registered Nurse (RN) - $32.00/hr Licensed Practical Nurse (LPN) - $28.00/hr Respiratory Therapist (RT) - $25.00/hr Un-licensed Assistive Personnel $17.00/hr Training – No Charge

Current Awarded Vendors and Pricing – Exhibit 1

The Stepping Stones Group d/b/a Speech Rehab Services, LLC. 551 NW 77th Street, #111 Boca Raton, FL 33487 Contact: Janet L. Sander, President Phone: 561-994-6590 Email: sandler@speechrehabservices.com	#Registered Nurse Supervisors - $34.00/hr #Registered Nurse (RN) - $32.00/hr Licensed Practical Nurse (LPN) - $26.00/hr Respiratory Therapist (RT) - $30.00/hr Un-licensed Assistive Personnel $17.00/hr Training – No Charge
Trinity Healthcare Services, LLC 6151 Miramar Parkway Miramar, Florida 33023 Contact: Marie Smith Phone: 954-986-1754 Cell: 954-288-1222 Email: smarie@thcsi.com	#Registered Nurse Supervisors - $34.00/hr #Registered Nurse (RN) - $32.00/hr Licensed Practical Nurse (LPN) - $27.31/hr Respiratory Therapist (RT) - $28.26/hr Un-licensed Assistive Personnel $15.91/hr Training – No Charge

Note: Current RFP FY21-008 was bid before the onset of COVID.

Spending with Awarded Vendors as of 12/12/22
Contract Term: 7/01/2020 – 6/30/2023

Sierra Lifecare	**$7,671,686**
CR &RA Investments (Integrity Health Services	**$6,768,600**
EDU Healthcare	**$3,017,802**
Creative Solutions Companion Care	**$2,182,294**
Sinai Home Healthcare	**$ 650,000**
Trinity Health Care Services	**$ 552,580**
Speech Rehab Services	**$ 387,497**
Pediatric Urgent Care	**$ 200,000**
The Stepping Stones Group	**$ 165,803**
Estimated Spending	**$21,596,262**

Staffing – Med-Fragile – Exhibit 2

21-22 Cost Analysis				
Name of Agency	**Number of RNs Assigned**	**Average Number of Nursing Hours per Day**	**Number of Supervisors**	**Average Number of Supervisor Hours per Day**
Integrity Health Services	110	6	11	6
Sierra Lifecare	147	6	15	6
Trinity Health Care Services	30	6	3	6
Creative Solutions	70	6	7	6
Speech & Rehab	20	6	2	6
Edu Healthcare	20	6	2	6
Sinai		6		6
Invocare		6		6
Medical Fragile Students	130	7.5	13	6

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):**

4.3.3 **COST OF GOODS/SERVICES – (Maximum 20 allowable points):**

The proposer must complete and submit the listed matrix, as originally stated on the excel sheet provided (**Attachment G**). This information is required in order to be considered for award. Proposer's costs are to be individually quoted as specified and **must include all travel and out-of-pocket expenses (all-inclusive)**, in accordance with the terms, conditions, and specifications of this RFP. If a student is absent from school when services are scheduled for that day, SBBC shall be billed a maximum of one (1) hour of service for that day. **The proposer must provide a cost for all items stated on the excel sheet Items 1 through 7 in order to be considered for award.** There shall be no minimum hours for billing allowed. **A not-to-exceed hourly cost stated on the excel cost of services sheet must be followed by Proposer. SBBC shall not contract with a Proposer whose cost exceeds the hourly rate stated. If one item in the group exceeds the "not-to-exceed" hourly cost, then the entire proposal shall be disqualified. The cost of services is a group award, and failure to offer a single hourly cost for all the items on the excel worksheet shall result in disqualification of the proposal submitted.**

The excel sheet provided must be returned with your submitted proposal.

****Note: The cumulative hours stated on the excel cost of services sheet is only an estimate of hours to be used during the contract period. These hours may be greater or less than the estimated hours stated. Also, the cumulative hours stated on the excel cost of services sheet are hours that will be used for all Awardees and are not the hours used for one awarded vendor. THE HOURS PROVIDED ARE FOR CALCULATION PURPOSES ONLY.**

Distribution of Cost of Services points will be calculated as a percentage increase as compared to the lowest cost proposal received. For example, if Proposer A submits a total cost of $1,000,000 and Proposer B submits a total cost of $1,200,000 and Proposer C submits a total cost of $1,500,000, Proposer A would receive 100% of the total points (20 Points) allowed for the Cost of Services criteria since this is the lowest cost. Proposer B would receive (83% or 17 Points) and Proposer C would receive (66% or 13 Points).

SEE ATTACHMENT G FOR DIRECTIONS TO DOWNLOAD THE COST OF SERVICES (EXCEL SHEET)

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.1 **Proposer's Experience & Qualifications (continued)**

4.3.1.12 **Organizational Chart**: Provide the current organizational chart for your company. A recommended organization chart for providing services can be found in **Attachment T**. Using the chart provided in **Attachment T**, provide a sample organizational chart, for your company, that would be used for this contract

4.3.1.13 **Travel:** Proposer to describe their procedures for the provision of services during approved field trips.

4.3.1.14 **Billable Hours:** Proposer to describe their procedure used to validate the billable hours prior to invoicing.

4.3.1.15 **Training**: Proposer to describe and provide their plan to CSHS and ESE/SC medical fragile approved training to school staff on various medical conditions of the student population.

4.3.1.16 **Transition Plan:** Provider shall provide a transition plan that includes the actions the Proposer will take during the first 30 days, 90 days, and 180 days of the contract period.

4.3.1.17 **Medicaid** – Is your company a Medicaid provider? Provide your Medicaid Number as proof. If not, would your firm be interested in becoming a Medicaid provider? Yes ____ or No _____

4.3.1.18 **Competency Test**: Provide the competency test to be used for diabetic care, seizures, allergic reactions, asthma, enteral feedings, and responding to an emergency.

4.4.1.19 **Medically Fragile Students**: Describe your experience working with medically fragile children and the number of years experience working with such students.

SBBC contracts with nursing services in the school setting for 1:1 Medically Fragile Students. A nurse (RN or LPN) is assigned to care, and manage Exceptional Student Education (ESE) Medically Fragile medical needs throughout the school day which also includes transport to and from school. The 1:1 Medically Fragile Nurse requires specialized nursing for complex health conditions and medical procedures. Each child's condition is unique, multiple systems are affected by health conditions that can deteriorate rapidly resulting in permanent injury. Medical needs will vary for each student based on their diagnosis and medical needs. These students have a prolonged dependency on medical care requiring intervention by a skilled nurse.

Procedures (example of procedures may include but not be limited to:)

Vital Signs
Catheterization
Diaper changes
Gastrostomy Tube feeding
Assist with feed
Assist with mobilization
Blood glucose monitoring
Surface suctioning for tracheostomies
Administration of emergency injectable medications
Administration of emergency Diastat
Suppositories
Oxygen administration and monitoring

ATTACHMENT G – COST OF SERVICES

THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM

SPREADSHEET: Vendor must fill out the attached Cost of Services Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive. **The spreadsheet has been revised to correct sections 5 and 6 – See attached revised Cost of Services spreadsheet.**

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (.XLS) PRICING BID SUMMARY SHEET TABS AS FOLLOWS:

1) Company Representative – Must be completed by Proposer
2) Tab Pricing – Must be completed by Proposer

[SEE NEXT PAGE]

Note: Response to the Cost of Services excel sheet will be accepted on either the original excel sheet or this revised page since the change does not impact the job descriptions or hourly cost below.

FY24-007
HEALTHCARE SERVICES

Group 1 - Healthcare Services (Group Award) - REVISED						
Item #	Description	**Estimated Quantity	Unit of Measure	Single Hourly Rate		Total $ Bid Line Item
1	**RN Supervisors** 1:10 school based nurses 1:10 acute care medical fragile nurses Hourly Rate for supervisors which includes substitutes Cost shall not exceed $60.00/hr.	30,000	/Hour	$	-	-
2	**Medically Fragile Student Nursing Services** 1:1 Nursing Services as per RFP specifications Cost shall not exceed $60.00/hr.	30,000	/Hour	$	-	-
3	**RN: Registered Nurse** Hourly Rate for RN to include substitutes. Cost shall not exceed $58.00/hr.	30,000	/Hour	$	-	-
4	**LPN: Licensed Practical Nurse** Hourly Rate for LPN to include substitutes. Cost shall not exceed $55.00/hr	40,000	/Hour	$	-	-
5	**RT : Respiratory Therapist** Hourly Rate for RT to include substitutes. Cost shall not exceed $50.00/hr	300	/Hour	$	-	-
6	**Unlicensed Assistive Healthcare Personnel (UAHP)** Hourly Rate for UAHP to include substitutes. Cost shall not exceed $40.00/hr	25,000	/Hour	$	-	-
7	**Training** Hourly rate for training SBBC staff with a maximum of 40 participants per session on health procedures, health conditions, validation and monitoring of personnel and writing healthcare plans by pediatric RNs or any other topic mutually agreed upon by SBBC and Awardee(s) Cost shall not exceed $25.00/hr. If the training is at no cost enter "0" (zero) for the price.	2,000	/Hour	$	-	-
				Total $		-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

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Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Vickie L. Cartwright
Superintendent of Schools

December 7, 2022

Dear Prospective Proposers,

SUBJECT: Instructions to Proposers
Request for Proposals (RFP): FY24-007 – Healthcare Services

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **Healthcare Services.** Any questions regarding this RFP should be addressed to Mr. High, in writing via e-mail to **Charles.high@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer, or lobbyist for a proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before submission of the bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit https://www.browardschools.com/Page/58686**

- **REQUIRED RESPONSE FORM**

Section 1.0 Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4.0 SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete **Section 9.0 -** Statement of "No Response" and return via e-mail to **Charles.high@browardschools.com**. Your response to the Statement of "No Response" is very important to Procurement & Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please email me at the email address stated above.

Charles V. High, C.P.M, A.P.P., MBA
Purchasing Agent IV

PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your proposal (vendor's response to this RFP) includes items and are completed as instructed.

Item #	Proposal Response Item	Located on RFP Page #	Completed?	Located in Proposal on Page #
1	Section 1.0 – Required Response Form		☐	
2	Section 4.2.1 – Minimum Eligibility – Response Required		☐	
3	Section 4.2.2 – Minimum Eligibility – **Attachment B** – Disclosure of Potential Conflict of Interest (See Section 4.2 for form and General Condition 7.15 for more information)		☐	
4	Section 4.2.3 – Minimum Eligibility – **Attachment C** – Certification of Debarment (See Section 4.2 for form and General Condition 7.60 for more information)		☐	
5	Section 4.3 – Scope of Services – Provide your firm's ability to comply with each item.		☐	
6	**Attachment A** – SDOP Forms (if applicable)		☐	
7	**Attachment G** – Cost of Services (Excel Sheet)		☐	
8			☐	

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	The School Board of Broward County, Florida **PROCUREMENT & WAREHOUSING SERVICES** 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	**REQUEST FOR PROPOSAL** **(RFP)**

DUE DATE: This proposal must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**: **JANUARY 17, 2023** and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.	**RFP NO.:** **FY24-007**	**RELEASE DATE:** **December 7, 2022**	**PURCHASING AGENT:** **Name Mr. Charles V. High** **Phone: 754-321-0527**
	RFP TITLE: **HEALTHCARE SERVICES**		

One (1) complete, original hard-copy proposal, in a three-ring binder (clearly marked as such), and **one (1) complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic (digital) version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the digital copy, the **original** hard-copy proposal will be the governing document. The proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

SECTION 1.0 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.

Proposer's (Company) Name:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As", if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	**Proposer's Taxpayer Identification Number:**
Contact Person:	Contact Telephone Number:
Contact Person's E-Mail Address:	

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete, an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.**

Signature of Proposer's Authorized Representative	Date
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2.0 – CALENDAR

December 7, 2022	Release of RFP: **FY24-007**
December 14, 2022	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
January 17, 2023	(*)(#)Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
February 16, 2023	**Evaluation Committee reviews proposals, negotiates and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m. ET Any questions asked by Committee Members to a specific Proposer about their proposal and negotiation(s) are closed door session(s) and are not open to the public per Section 286.0113(2), Florida Statutes.
February 20, 2023	Posting of Recommendation

#NOTE 1: If you plan to hand-deliver your proposal, please arrive early enough to find a parking spot, walk to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

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

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

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

3.1 **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals from firms to provide school healthcare services to various school locations within Broward County, Florida to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) as currently enacted or amended from time to time. Also, pediatric healthcare experience, medical training, and educational assistance are required as specified herein. **The award of this RFP may be to multiple proposers meeting all terms, conditions, specifications, and negotiations.** The number of firms to be recommended for award is solely at the discretion of the Committee. SBBC is also looking for firms that can handle medically fragile children with disabilities and must have previous nursing experience in handling these types of students.. **All Awardee(s) must be able to provide medical care and medical training assistance, as defined herein, to assigned students when required; failure to do so may result in default of your contract.**

SBBC, through the Exceptional Student Education Support/Compliance (ESES/C) and Coordinated Student Health Service (CSHS) Departments, provide in-school services with Registered Nurse Supervisors (RNS), Registered Nurses (RNs), Licensed Practical Nurse (LPNs), Respiratory Therapists (RT), and Unlicensed Assistive Healthcare Personnel (UAP - e.g., medical assistants, certified healthcare assistants, personal care technicians, health support technicians) to those students with chronic health conditions and/or disabilities or whom it has been determined that these services are necessary in order to access and benefit from a school-based educational program. These services are typically provided during regular school hours. Some schools may require healthcare services at prescribed times or a specified number of hours during the school day (e.g., 11:00 am to 1:00 pm) while other schools may require services from bell-to-bell times and sometimes on a one-to-one basis. Also, Awardee(s) may be required to provide healthcare services to some students while being transported to and from school via SBBC school buses or during off-site school activities.

The required services as stated above are needed at approximately 240 schools, some of which have a large number of students with disabilities. In-school nursing and respiratory therapy services are provided to students with disabilities whose Individual Educational Plans (IEPs) or Section 504 Accommodation Plan, indicate the need for such services, and for whom a healthcare provider referral has been submitted, reviewed, and approved.

Students eligible for special education programs (e.g., physically impaired, cognitively impaired, autism spectrum disorder, diabetics, etc.) may have a range of diagnosed medical conditions. That is also the case for students with a Section 504 Accommodation Plan who have a physical or mental impairment that substantially limits one or more major life activities (i.e. self-care, breathing, learning, and thinking).

In-school nursing and respiratory therapy services include, but are not limited to, the following: nebulizer, Intermittent Positive Pressure Breathing (IPPB), suction, heat aerosol, chest physiotherapy (CPT), oxygen, tracheotomy care, catheterization, gastric tube feeding, seizure precautions, brace application, diabetes management, dressing changes, and medication administration (i.e. intramuscular, rectal, G-tube).

Awardee's employees must wear a School Board issued photo identification badge, **always**, while on School Board property. Awardees agree to bear any, and all costs associated with acquiring the mandatory background screening, including any costs associated with fingerprinting and obtaining the required photo identification badges for their employees. All Awardee(s) employees shall receive a Broward County Schools personnel number (P#) through CSHS. It is mandatory for Awardee(s) staff to utilize their (P#) to log on to SBBC computers and utilize Microsoft 365 Outlook (**email**) for all communication related to the students of SBBC.

SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release of any service. For all open orders, services will be on an as-needed basis through the use of an order form. Services received because of an open order, where an order form has not been released, will not be accepted, and no cost shall be incurred by SBBC as a result.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

3.1 **INTRODUCTION (continued)**

Awardee's employees must be available throughout the school day in the event of an emergency. Awardee's employees are to maximize the use of their time beyond direct student services by completing nursing notes, communicating with parent/staff/administrators/RN supervisors/District Team Leads, and planning and preparing for upcoming services

SBBC reserves the right to increase the pool of providers to provide the services included in the RFP each subsequent year (anniversary date) of the term of this contract or for emergency release if deemed necessary by SBBC. The proposals will be evaluated by an Evaluation Committee to determine their eligibility under the terms and conditions of this RFP. Subject to School Board approval, additional providers will be approved and added to the pool of awarded healthcare providers. Regardless of the year, a Provider is added to the pool of awarded providers to this RFP; all awards will be terminated at the end of the contracted services.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Small, Minority, and Women Business Enterprises (S/M/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of S/M/WBE's participating on any award of this Proposal. To be considered for the greatest amount of evaluation points for S/M/WBE participation, the Proposer must provide significant information on the specific certified S/M/WBE vendor(s) that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each S/M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified S/M/WBE's, refer to **Attachment A.**

3.2 **QUESTIONS & INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles V. High**, Procurement & Warehousing Services**,** via e-mail to **charles.high@browardschools.com** Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET, SEE SECTION 2.0 - CALENDAR**. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.4 **CONTRACT TERM:** The purpose of this RFP is to establish a contract with an initial three (3) year term commencing on **July 1, 2023, or date of award, whichever is later, and continuing through June 30, 2026**. In the event that the award of a contract under this RFP is delayed by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of the awarded contract to provide for a full three (3) year term period. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

3.5 **PRICE ADJUSTMENTS: Prices offered shall remain firm through the first three (3) years of the contract or if an emergency is declared by the Superintendent in order to obtain continued services for the District at fair market pricing or if the Superintendent declares a shortage of personnel that would affect the service to the District, this requirement will be waived per School Board Policy 3320, Part II, Rule P.** The "not-to-exceed" pricing as stated in Section 4.3.3 (Cost of Services) has been adjusted to meet the current trends of the market and industry conditions since the onset of COVID-19 and will meet SBBC budget requirements. Under normal conditions, a request for a price adjustment, with proper documentation justifying the adjustment (as stated below), may be submitted, in writing, 30 days before the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. **Unit price adjustments must have written approval from SBBC prior to invoicing and will be adjusted on an amendment to your Agreement.** Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.

The Director, Procurement & Warehousing Services, may, at the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of the service(s) is/are adversely affected **by extreme and unforeseen volatility** in the marketplace. Consideration for any pricing adjustment shall require the vendor to **provide irrefutable evidence** that ALL the following circumstances exist:

a. The volatility is due to causes wholly beyond the vendor's control; and
b. The volatility affects the marketplace or industry, not just the vendor's source of services; and
c. The effect on pricing or availability of service(s) is/are substantial; and
d. The volatility so affects the vendor that the continued performance of the contract would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

3.6 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include the necessary information to be in full compliance with this Section. To facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0, or that does not include any necessary information.

3.7 **EVALUATION & AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP, to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and 5.0. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for an award. The number of firms to be recommended is solely at the discretion of the Committee.

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 To maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all the information requested herein in your proposal.

4.1.1 **TITLE PAGE:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

4.1.3 **LETTER OF TRANSMITTAL:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4.1.4 **REQUIRED RESPONSE FORM:** (Section 1.0 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **OTHER NAMES:** State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.6 **NOTICE PROVISION:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Awardee's Representative for Notices:

Name/Title:_____

Mailing Address:_____

Email:_____

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email:_____

4.2 **MINIMUM ELIGIBILITY REQUIREMENTS:** The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of the proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. **The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree with Section 7.1 of the RFP shall result in the disqualification of the entire proposal.**

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.2.2 Complete and return, with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**

4.2.3 Complete and return, with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**

4.2.4 Proposer must show proof that their employees (nurses) are certified/licensed with the State of Florida, Department of Health, Division of Medical Quality Assurance for the job description you are providing (i.e. if the employee is a registered nurse, then the certificate/license must state Registered Nurse). **No out-of-state nursing license(s) shall be accepted**. Certificate/License must show an expiration date and the certificate/license must be current and active **in the State of Florida**.

4.2.5 Proposer must show proof that the company has at least three (3) years experience providing pediatric nursing services to School Districts within the State of Florida. Proposer may use reference letters as proof that the services were performed at a school location.

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

4.3.1 **Proposer's Experience & Qualifications – (Maximum 30 allowable points):**

4.3.1.1 **Executive Summary:** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

4.3.1.2 **Organizational Profile** – Submit responses to the following:

A. Number of personnel in your organization
B. Number of years in business
C. Number of certified and types of healthcare providers employed by your company
D. The proposer must have a current State of Florida license and certification(s) to provide healthcare services as described in this RFP. The proposer must provide a copy of their current State of Florida license and certification number(s) for healthcare services as indicated.
E. State the name of the Director of Healthcare for your firm and submit a copy of the director's license as a registered healthcare provider.
F. State if professional and healthcare staff are employed by Proposer's firm or contracted.

4.3.1.3 **Staff Development Program** – Describe, in detail, Proposer's staff development program. Indicate if your company has its own continuing education provider number through the State Board of Nursing. Describe, in detail, your development training procedures and how your company would train SBBC staff on healthcare procedures, health conditions, validation and monitoring of personnel, and writing healthcare care plans.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.1 **Proposer's Experience & Qualifications (continued)**

4.3.1.4 **Similar Performance and Letters of Reference** – Briefly describe the three most similar contracts, preferably Florida educational (K-12) or governmental agencies, or related engagements that Proposer is currently engaged in or has completed within the past two years. Submit the following references and letters of reference for each account listed, **See Attachment F.**

4.3.1.5. **Resumes and Licenses/Certifications**: Provide the names and resumes of healthcare staff that would be available to provide services to SBBC during the term of this contract. Indicate and submit current State of Florida license and certification number(s) and a copy of the State of Florida license and certification(s) and current CPR certification, as applicable, for all healthcare provider staff that may be assigned to this RFP.

4.3.1.6 **Registered Nurse Supervisor**: Provide resume and experience for a minimum of three (3) Registered Nurse Supervisors (RNS). RNS must be registered nurses with more than one year of supervisory experience; possess pediatric experience, and experience working with Medicaid (for exceptional student education only).

4.3.1.7 **Proposer's Staff**: Proposer must provide the number of currently employed staff in the following job descriptions below and that may be used during this contract:

Registered Nurse Supervisor _____
Registered Nurse _____
Licensed Practical Nurse _____
Respiratory Therapists _____
Unlicensed assistive healthcare personnel _____

.4.3.1.8 **Pediatric Healthcare Services**: Describe, in detail, the range and level of pediatric healthcare services performed by the Proposer (e.g., RN, LPN, RT Medical Assistant, Healthcare Support Technician, etc.). State the number of years the Proposer has provided pediatric healthcare services. State the total number of RNs, LPNs, RTs, and Medical Assistants that have provided pediatric or nursing services for your company under contracted services for school districts, or private nursing facilities within the last three years

4.3.1.9 **Employment Screening:** Describe, in detail, your company's procedures for recruiting, selecting, and training of all healthcare provider staff. Describe, in detail, your procedures for background checks, drug testing, communication skills, and task performance of healthcare provider's staff.

4.3.1.10 **Education:** Describe, in detail, how Proposer keeps familiar and up to date with all applicable codes, regulations, and training for healthcare services.

4.3.1.11 **Communication**: Proposer to describe the procedures for communication and collaboration regarding student treatment status between school staff, parent, healthcare providers, and district liaison.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.1 **Proposer's Experience & Qualifications (continued)**

4.3.1.12 **Organizational Chart**: Provide the current organizational chart for your company. A recommended organization chart for providing services can be found in **Attachment DD**. Using the chart provided in **Attachment DD**, provide a sample organizational chart, for your company, that would be used for this contract

4.3.1.13 **Travel:** Proposer to describe their procedures for the provision of services during approved field trips.

4.3.1.14 **Billable Hours:** Proposer to describe their procedure used to validate the billable hours prior to invoicing.

4.3.1.15 **Training**: Proposer to describe and provide their plan to CSHS and ESE/SC medical fragile approved training to school staff on various medical conditions of the student population.

4.3.1.16 **Transition Plan:** Provider shall provide a transition plan that includes the actions the Proposer will take during the first 30 days, 90 days, and 180 days of the contract period.

4.3.1.17 **Medicaid** – Is your company a Medicaid provider? Provide your Medicaid Number as proof. If not, would your firm be interested in becoming a Medicaid provider? Yes ____ or No _____

4.3.1.18 **Competency Test**: Provide the competency test to be used for diabetic care, seizures, allergic reactions, asthma, enteral feedings, and responding to an emergency.

4.4.1.19 **Medically Fragile Students**: Describe your experience working with medically fragile children and the number of years experience working with such students.

SBBC contracts with nursing services in the school setting for 1:1 Medically Fragile Students. A nurse (RN or LPN) is assigned to care, and manage Exceptional Student Education (ESE) Medically Fragile medical needs throughout the school day which also includes transport to and from school. The 1:1 Medically Fragile Nurse requires specialized nursing for complex health conditions and medical procedures. Each child's condition is unique, multiple systems are affected by health conditions that can deteriorate rapidly resulting in permanent injury. Medical needs will vary for each student based on their diagnosis and medical needs. These students have a prolonged dependency on medical care requiring intervention by a skilled nurse.

Procedures (example of procedures may include but not be limited to:)

Vital Signs
Catheterization
Diaper changes
Gastrostomy Tube feeding
Assist with feed
Assist with mobilization
Blood glucose monitoring
Surface suctioning for tracheostomies
Administration of emergency injectable medications
Administration of emergency Diastat
Suppositories
Oxygen administration and monitoring

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.1 **Proposer's Experience & Qualifications (continued)**

4.3.1.20 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.2 **SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS – (Maximum 35 allowable points):** The scope of services & performance specifications listed are minimum requirements. By providing a proposal, Proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the order listed using the same numbering system.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or no, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal.

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	Awardee(s) shall provide all service requirements as stated in **Attachments D & E**.			
4.3.2.2	**Sample Reports and Documentation** – Awardee(s) shall maintain and store medical records as agreed upon by SBBC. These records will contain, but may not be limited to, attendance records, all records associated with Medicaid claiming requirements, student medication log progress notes, goals, plans of treatment, and reports to and from healthcare providers. Progress notes must reflect true			
4.3.2.3	**Healthcare Services for the District**: Awardee(s) shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. **Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff.** SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.			

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.2 Scope of Services & Performance Specifications (continued)

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.4	**Authorization of Healthcare Services**: Awardee(s) shall initiate healthcare services/training upon receipt of a *Healthcare Service Request Form* (HSR) (**Attachment M**) and *Authorization for Treatment/Medication Form* from SBBC, to Coordinated Student Health Services Department (CSHS) or ESE Support/Compliance (ESES/C) Department within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four-hour timeline, they must notify the appropriate department as soon as possible. Awardee(s) assignments may be determined based on the level of experience and training of the Awardee's personnel.			
4.3.2.5	**Completion of Care Plans**: Awardee(s) shall complete the care plans by the 3rd Wednesday of November for each school year for the term of the contract. When a student is identified with a chronic health condition(s) during the school year, care plans must be completed by the 3rd Wednesday of each month from the start of the contract.			
4.3.2.6	**Data Collection:** The following forms must be completed by Awardee(s) and submitted by the 5th of each month from the start of the contract: • Monthly Quality Improvement (MQI) (See **Attachment M**) • Medical Fragile Supervisory Quality Improvement (QI) Check List. (See **Attachment Q**) • Clinic RN Supervisory School Visit (See **Attachment M**) • Florida Department of Health (FDOH) Monthly Summary Log (See **Attachment M)**			
4.3.2.7	**Contracted Agency Nurse Accountability Checklist:** Awardee(s) is required to complete for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. The completed checklist must be submitted to CSHS Clinical Nurse Supervisor overseeing the agencies and the District Clinical Team Lead by the second week of start date See **Attachment M**			
4.3.2.8	**Staff and Child-Specific Training:** Awardee(s) must complete staff and child-specific training within thirty (30) days of the completion of the care plan.			
4.3.2.9	**Communication Binder:** Awardee(s) shall maintain a communication binder in the health room in accordance with District protocol.			
4.3.2.10	**Medication Management:** Awardee(s) shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Clinical Nursing Supervisor, CSHS Department, or Clinical Nurse Supervisor from ESE Support/Compliance for Medical Fragile Students. The corrective action must be resolved within thirty (30) days from the date of corrective action is issued. (See **Attachment M**)			

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.2 **Scope of Services & Performance Specifications (continued)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.11	**Professional Development of Awardee's Staff:** All Awardee(s) staff working on behalf of Broward County Public Schools must attend professional development workshops held three (3) times per school year. Awardee(s) will be paid the hourly rates for their staff during the Professional Development workshops.			
4.3.2.12	**RN Supervision Ratio:** Awardee(s) must maintain an RN supervisory ratio of 1 RN supervisor: 10 schools regardless of the number of staffed nurses assigned to school health rooms. The minimum requirement for Supervisory visits is once a week. Awardee(s) must maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. The minimum requirement for Supervisory visits is once every month. RN Supervisors cannot oversee medically fragile nurses and school health room nurses concurrently.			
4.3.2.13	**Healthcare Staffing Coverage**: Awardee(s) shall provide immediate staffing coverage for the absence of a nurse assigned to a specific location. Nurses unable to fulfill their required assignments must first notify their agency supervisor and then the school. The agency is responsible for communicating these changes to the CSHS Clinical Nursing Supervisor who oversees the agencies.			
4.3.2.14	**Required Nursing Activities:** Awardee(s) shall provide the required nursing activities as designated in **Attachment R.**			
4.3.2.15	**Director of Nursing and Nursing Supervisors:** Awardee(s) must attend weekly or as-needed, Director of Nursing/Agency Administrator meetings with CSHS Department staff or Medical Fragile Team as required.			
4.3.2.16	**Recommended Staffing Structure:** Awardee is recommended to have a staffing structure to include a Director of Nursing and one RN supervisor for every 10 schools for daily operations, clinical oversight, professional development, attendance for 504/IEP meetings and problem-solving of issues and concerns.			
4.3.2.17	**Notification(s):** Awardee(s) shall provide notification to CSHS Department staff or ESE Support/Compliance Department staff regarding any change in student orders, status, or services for medically fragile and chronic health students. No transfer of services is permitted from one agency to another without authorization from the appropriate department stated above.			
4.3.2.18	**Written Notification**: Awardee(s) shall provide a thirty (30) day written notification to Coordinated Student Health Services or ESE Support/Compliance if Awardee(s) is/are not able to continue providing services to students or school.			

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.2 **Scope of Services & Performance Specifications (continued)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.19	**Registered Nurse:** Awardee's RN shall perform the nursing assessment, create a plan of care and attend 504 and IEP meetings at the assigned school(s), and any other required RN duties.			
4.3.2.20	**Communication Process**: All Healthcare Personnel assigned to the school health room or to medically fragile students must adhere to the following process. If an issue or concern arises, the Principal or Principal designee must be notified immediately along with the agency supervisor. All issues or concerns must be reported to the appropriate department. **CSHS Department handles the general school nursing program and ESE Support/Compliance handles the medical fragile program.**			
4.3.2.21	**State and Federal Mandatory Requirements**: It is each Awardee's sole responsibility for securing compliance with any applicable state and federally-mandated requirements for health services.			
4.3.2.22	**Awardee's Nursing Supervisor** shall introduce himself/herself to the school nurse and medically fragile nurse and to school administrators and/or necessary school staff and provide the role and responsibilities of the nurse upon assignment to the school or medically fragile student. Clinic nurses and nurses assigned to medically fragile students at the same school site must collaborate with each other.			
4.3.2.23	**School Health Plan:** Awardee shall obtain a copy and be familiar with the current School Health Plan. (See **Attachment U**)			
4.3.2.24	**Pediatric Healthcare Professional**: Awardee(s) 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.			
4.3.2.25	**Telehealth Duties and Responsibilities.** Awardee(s) are required to be trained and conduct telehealth visits provided by the District's approved vendors with telehealth consent on file. A minimum of three Telehealth visits per week are required.			
4.3.2.26	**Diseases**: Awardee(s) shall assist school sites with minimizing the spread of communicable diseases through surveillance activities, investigation of cases, assist with contact tracing, data collection, collaboration with the Florida Department of Health (FDOH) and preventing the spread of disease to new contacts.			
4.3.2.27	**Individuals Employed by SBBC.** Awardee(s) shall not hire any individual who is currently employed full-time by SBBC as a nurse until the completion of the school year. Awardee(s) also shall hold harmless any individual employed by them who elects to become employed by SBBC in the school year following the expiration date of the current contract school year.			

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **Evaluation Criteria - (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):**

4.3.2 **Scope of Services & Performance Specifications (continued)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.28	**Commitment to Assigned Locations.** Awardee(s) must commit to their assigned school location(s) for the school year. Re-assignment will be considered and occur at the District's discretion.			
4.3.2.29	**Rescind a School Assignment.** Awardee(s) agree that SBBC's Coordinated Student health Services and ESE Support/Compliance & Related Services Departments reserve the right to rescind a school assignment of an awarded vendor at their discretion with or without cause.			
4.3.2.27	**Services**: Awardee(s) shall perform specified duties and services under the general supervision of the school or center's personnel. These duties may include, but are not limited to: a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc. b) Administering medication c) AED/CPR/First Aid d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.) e) Nebulizer treatments f) Catheterization g) Changing dressings h) G-Tube feeding i) Tracheotomy care j) Suctioning k) Caring for ventilator-dependent children l) Training SBBC staff on various health procedures m) Administration of oxygen n) Case management of students with healthcare conditions o) Development of Individual Student Health Care Plans and Emergency Care Plans p) Meet State requirements of the School Health Plan q) Provide orientation and updates on SBBC policies and procedures to Awardee 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			
4.3.2.28	**Confidentiality**: Awardee(s) shall maintain confidentiality of students' health records and information **under FERPA/HIPAA regulations**.			
4.3.2.29	**Independent Work**. All nurses must have the ability to work independently, and demonstrate neatness, organizational skills, and deadline awareness.			

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **Evaluation Criteria - (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):**

4.3.2 **Scope of Services & Performance Specifications (continued)**

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.30	**Work and Communication**: All nurses must have the ability to work and communicate with diverse groups and individuals including students, parents, teachers, and school site administrators.			
4.3.2.31	**Medicaid Billing and Documentation** – Awardee(s), if Medicaid approved, shall bill Medicaid directly for healthcare services for medically fragile Medicaid-eligible students assigned to them. Awardee(s) shall submit the required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid-eligible student.			
4.3.2.33	Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement **Attachment K** and HIPAA Business Associate Agreement as stated in **Attachment L.** **Note: General Condition 7.1 and Section 4.2.1 are non-negotiable and any proposal that fails to accept these conditions shall be rejected.** **Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.**			

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):**

4.3.3 **COST OF GOODS/SERVICES – (Maximum 20 allowable points):**

The proposer must complete and submit the listed matrix, as originally stated on the excel sheet provided (**Attachment G**). This information is required in order to be considered for award. Proposer's costs are to be individually quoted as specified and **must include all travel and out-of-pocket expenses (all-inclusive)**, in accordance with the terms, conditions, and specifications of this RFP. If a student is absent from school when services are scheduled for that day, SBBC shall be billed a maximum of one (1) hour of service for that day. **The proposer must provide a cost for all items stated on the excel sheet Items 1 through 6 in order to be considered for award.** There shall be no minimum hours for billing allowed. **A not-to-exceed hourly cost stated on the excel cost of services sheet must be followed by Proposer. SBBC shall not contract with a Proposer whose cost exceeds the hourly rate stated. If one item in the group exceeds the "not-to-exceed" hourly cost, then the entire proposal shall be disqualified. The cost of services is a group award, and failure to offer a single hourly cost for all the items on the excel worksheet shall result in disqualification of the proposal submitted.**

The excel sheet provided must be returned with your submitted proposal.

****Note: The cumulative hours stated on the excel cost of services sheet is only an estimate of hours to be used during the contract period. These hours may be greater or less than the estimated hours stated. Also, the cumulative hours stated on the excel cost of services sheet are hours that will be used for all Awardees and are not the hours used for one awarded vendor. THE HOURS PROVIDED ARE FOR CALCULATION PURPOSES ONLY.**

Distribution of Cost of Services points will be calculated as a percentage increase as compared to the lowest cost proposal received. For example, if Proposer A submits a total cost of $1,000,000 and Proposer B submits a total cost of $1,200,000 and Proposer C submits a total cost of $1,500,000, Proposer A would receive 100% of the total points (20 Points) allowed for the Cost of Services criteria since this is the lowest cost. Proposer B would receive (83% or 17 Points) and Proposer C would receive (66% or 13 Points).

SEE ATTACHMENT G FOR DIRECTIONS TO DOWNLOAD THE COST OF SERVICES (EXCEL SHEET)

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):**

4.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 15 allowable points):**

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS
To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
b) **For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SMWBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):**

4.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)**

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Affirmative Procurement Initiative (API) implemented in this solicitation is the S/M/WBE Evaluation Preference for "Best Value" RFPs with a subcontracting goal under the SMWBE Subcontracting Program. In accordance with SBBC Policy No. 3330, Section E.4.b., Under this Program element, the GSC may establish an S/M/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide the SBBC with its "Best Value" on professional services contracts in accordance with Florida law.

The S/M/WBE Evaluation Preference for "Best Value" RFPs:
The SBBC shall award a maximum of eight (8) Evaluation Points, as described in the Evaluation Points Table), to SBBC Certified SMWBEs under the SMWBE Evaluation Preference for "Best Value" RFP. See the Evaluation Points Table.

SMWBE Subcontracting Program:
The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program.

Eight (8) Evaluation Points will be awarded to SBBC Certified S/M/WBEs under the **S/M/WBE Evaluation Preference For "Best Value" RFPs** API. . In order to receive Points for participation the SBBC Certified S/M/WBE Prime Submitting Firm must identify itself by completing and submitting Document 00471 Bidder/Proposer Assurance Statement (see Attachment A), along with a copy of a current **SBBC S/M/WBE Certificate *or* SBBC Letter of S/M/WBE Certification**

Up to Seven (7) Evaluation Points under the **SMWBE Subcontracting Program**, will be awarded to Primes committing to subcontracting with an SBBC Certified S/M/WBE as described in the Evaluation Points Table. The Prime must identify the S/M/WBE subcontractor/s by completing and submitting Document 00470 Statement of Intent to Perform and Document 00475 Subcontractor Participation Schedule (see Attachment A), along with a copy of a current **SBBC S/M/WBE Certificate *or* SBBC Letter of S/M/WBE Certification**. *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.*

Note*: SBBC Certified* S/M/WBE *proposers participating in the* S/M/WBE Evaluation Preference for "Best Value" RFPs Program, *may combine points through participation in the S/M/WBE Subcontracting Goal Program. Evaluation Points will be awarded based on the Evaluation Points Table Rubric.* *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.* **Zero (0) Points will be awarded for self-performance under the S/M/WBE Subcontracting Program.**

It is the responsibility of the proposer/bidder to provide one of the following documents with the proposal:

a. **SBBC S/M/WBE Certificate**
   or
b. **SBBC Letter of S/M/WBE Certification**

Also visit browardschools.com/Page/59879 **for the list of current SBBC certified firms.**

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) (continued):

M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.4.1		**Maximum Points**
4.3.4.1	**The S/M/WBE Evaluation Preference for "Best Value" RFPs** : The SBBC shall award a maximum of eight (8) Evaluation Preference Points as described in the Evaluation Points for participation. In order to receive Points, the S/M/WBE Certified Prime Submitting Firm must identify itself by completing and submitting Document 00471 - Bidder/Proposer Assurance Statement - , (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal. **SMWBE Subcontracting Program:** The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program. Provide the Document 00470 Statement of Intent to Perform, Document 00475 Subcontractor Participation Schedule (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal. **Zero (0) Points will be awarded for self-performance under this Program.** *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.* Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. visit browardschools.com/Page/59879 for the list of current SBBC certified firms.	**8** **7**
	TOTAL POINTS	**15**
	*If awarded, the Awardee will be required to input the monthly utilization report (*monthly payments*) into the *SDOP Management System (SMS),* (see **Attachment A.**) **State your willingness to comply with this requirement.**	Yes____ No____

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SECTION 5.0 – EVALUATION OF PROPOSALS

5.1 **COMMITTEE:** The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all proposals received, that meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	30
B. Scope of Services & Performance Specifications (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	15
TOTAL	**100**

Evaluation Points Table

S/M/WBE Prime	S/M/WBE Evaluation Preference Points
SBBC Certified SMWBE	8 Points
S/M/WBE Subcontracting Commitment (%)	**S/M/WBE Subcontracting Participation Points**
2% - 4%	2 Points
5% - 8%	4 Points
9% - 14%	6 Points
≥ 15%	7 Points

Note: Evaluation points for "Category D" shall be provided by the Supplier Diversity Outreach Program Office.

Reporting Requirements:

If Awarded, the Awardee shall Log into the SDOP Management System (SMS) to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

5.2 **TECHNICALITIES:** Failure to respond, provide detailed information, or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

SECTION 5.0 – EVALUATION OF PROPOSALS

5.3 **EVALUATION PROCESS:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Committee Member's points (only for sections evaluated (scored) by the Committee).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience, and scope of services that the Proposer is able to perform for the companies that have responded to the RFP. The RFP Evaluation Committee will score the proposals on the basis of Proposer's Experience & Qualifications (Category A) in accordance with section 4.3.1 and Scope of Services & Performance Specifications (Category B) in accordance with section 4.3.2. All scores for steps 2, 3, and 4 will be calculated. The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

Step 3: Cost Evaluation (Category C): SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.3. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: SDOP Evaluation (Category D): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the S/M/WBE information supplied in accordance with section 4.3.4 and the information requested and described further in **Attachment A**. All required forms must be executed and submitted with your proposal in order to receive points. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

Step 5: Score Computation: All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total.

5.4 **TIE SCORE:** If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value then General Condition 7.55, Tie Bid Procedures shall apply.

5.5 **COMMITTEE QUESTIONS:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.6 **COMMITTEE'S RECOMMENDATIONS:** The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject of any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive Proposers if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. Each ranked responsive Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made in their proposal. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process beginning with the highest-ranked responsive Proposer as determined under Section 5.1 of this RFP. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers. The Committee may choose to conduct one (1) or more exempt negotiation session with a ranked responsive Proposer, the Committee shall

SECTION 5.0 – EVALUATION OF PROPOSALS

5.6 **COMMITTEE'S RECOMMENDATIONS (continued)**

reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time; or to proceed with further negotiations with one or more of the next highest-ranked Proposer(s). If negotiations are not successful, the Committee reserves the right not to award a ranked Proposer if it is in the best interest to SBBC. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and does not determine the actual award. The Committee determines the recommendation for award of the RFP.

5.7 **AWARD:** The number of individuals/firms to be recommended for award is solely at the discretion of the Committee. If a multiple award is recommended, the **Proposer's score must be 65 points or higher in order to be considered for award**. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment K**) shall be prepared for execution by the Awardee and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. Agreements will be approved as to form and legal content by SBBC's General Counsel and will be submitted to SBBC for final approval. The recommendation to award the RFP shall be contingent upon successful completion of a written Agreement. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service or minimum dollar revenue to be received under this contract.**

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SECTION 6.0 – SPECIAL CONDITIONS

6.1 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope (package, box, etc.) and received **on or before 2:00 p.m. ET, SEE SECTION 2.0 - CALENDAR** at the following address in order to be considered. Please utilize **Attachment MM - Mailing Label.**

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: RFP FY24-007 – Healthcare Services

One (1) complete, original hard-copy proposal in a three-ring binder (clearly marked as such), and **one (1) complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal. The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP), must be fully executed and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. The proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one (1) Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee the preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (1) check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

6.3 **MINIMUM INSURANCE REQUIREMENTS:**

6.3.1 **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.

6.3.2 **PROFESSIONAL LIABILITY/ ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **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)**. Complete Workers' Compensation Affidavit (Attachment G) and submit with proposal, if applicable.**

6.3.4 **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. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.3 INSURANCE REQUIREMENTS (continued)

_____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.5 **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.

6.3.6 **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 RiskWorks 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. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of the current status.

6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

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

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

6.3.7.3 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

6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

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.

6.4 AWARDEE(S) ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.4 **AWARDEE(S) ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS (continued)**:

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee(s) will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee(s) as well as the overpayments by SBBC.

6.5 **W-9 FORM:** All Proposers are requested to complete their W-9, (see **Attachment I)**, and submit with their proposal.

6.6 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.6.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 4.0 and Section 5.0. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.6.2 SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.6.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.6.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.6.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0 - Required Response Form).

6.6.3.3 Failure to respond to all subsections within the RFP.

6.6.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.7.3 **REJECTION (continued):**

6.6.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.8 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Training materials are available via our website at https://www.browardschools.com/PWS (if needed). **This registration is essential as a vendor number will be issued and the vendor number will generate a Purchase Order. Failure to register shall result in no purchase orders issued to your company.**

6.9 **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with RFP requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to Purchasinghelpdesk@browardschools.com New vendors can do this as part of the vendor registration process described above. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

6.10 **POLICY 4001.1 NONDISCRIMINATION STATEMENT:** SBBC prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. SBBC also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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SECTION 7.0 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**

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

7.1.2 By AWARDEE: Awardee 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 the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee'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 the Awardee, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" (Section 1.0) must be completed, signed and returned with your submitted proposal. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on the date due** for proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the RFP or Addendum. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in the proposal being considered "non-responsive" and proposal rejected. **See the Minimum Eligibility Requirements of the RFP. (Refer to Special Condition 6.6 of the RFP)**

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time-stamped in **PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement & Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT: Shipping points offered other than F.O.B. Destination shall be rejected**. Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued. (See Section 2.2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by the Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered for award. (Section 2.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect, and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment B** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) 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. All policies must remain in effect during the performance of the contract. (Section 6.0)

7.17 **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES:** In the event, any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.**

7.24 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of Procurement & Warehousing shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of thirty (30) days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida, ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this RFP, including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms, and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct and will be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority, and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of a bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or http://www.browardschools.com/Page/58686**.

7.39 **SBBC PHOTO IDENTIFICATION BADGE & BACKGROUND SCREENING:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all 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. **Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under 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 Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website:

https://www.browardschools.com/Page/40551

Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (Section 6.0))

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at the vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two (2) years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that The School Board is terminating the contract award

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one (1) or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

7.56 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.57 **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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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 lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.58 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.59 **PREPARATION AND COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer

7.60 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH, the Debarment Form, AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.61 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

7.61 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) 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. Awardee(s) 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 contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee(s) keeps and maintains public records upon completion of the contract, Awardee(s) 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 RFP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

7.62 **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this RFP Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this RFP Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this RFP Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate the RFP Agreement. Termination pursuant to this section is not a breach of this RFP Agreement and may not be considered as such.

7.63 **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this RFP, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will 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 RFP may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and 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 precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.46. If the default is not cured by the Awardee the steps in section 7.44 shall be taken.

END OF THIS SECTION

SECTION 8.0 – FORMS AND ATTACHMENTS

Please fill out all attachments. Some attachments must be notarized.

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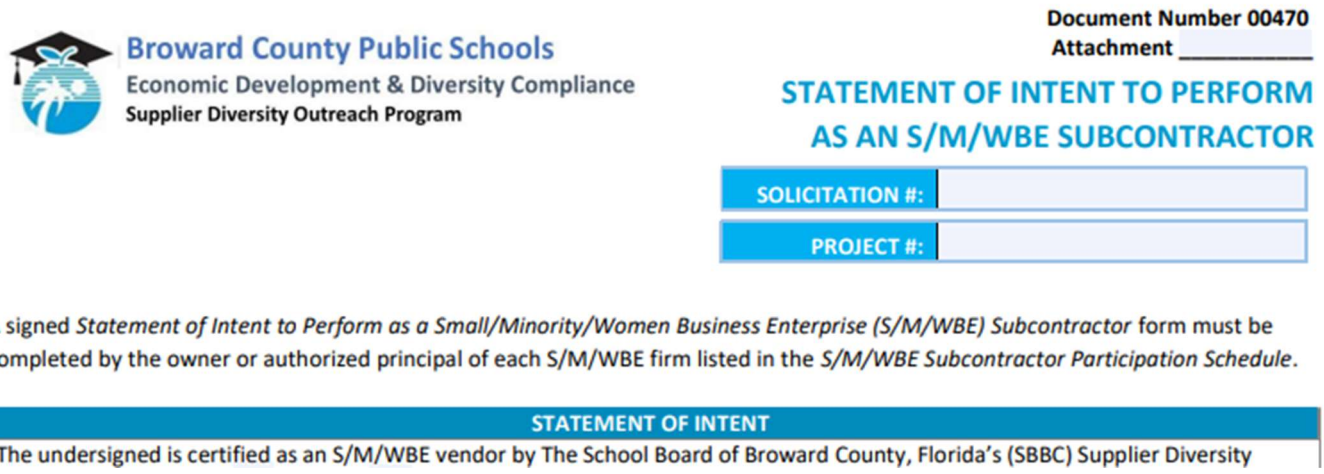
ATTACHMENT A – S/M/WBE FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

1. **Document Number 00470 - Statement of Intent**
   Document Link:
   https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470 Statement of Intent 2021.pdf
   Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

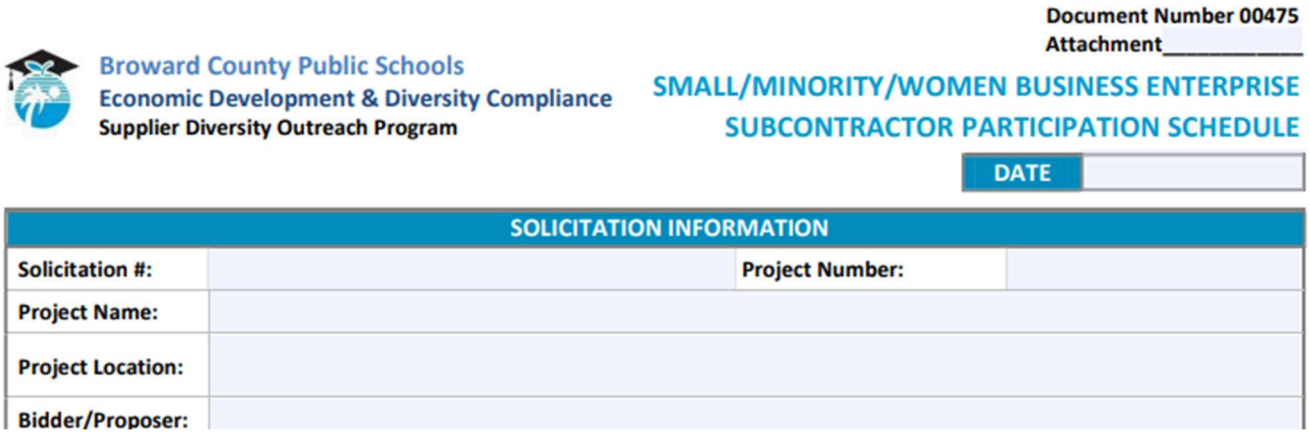
STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:
PROJECT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. **Document Number 00475 - Participation Schedule Form**
   Document Link:
   https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf
   Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

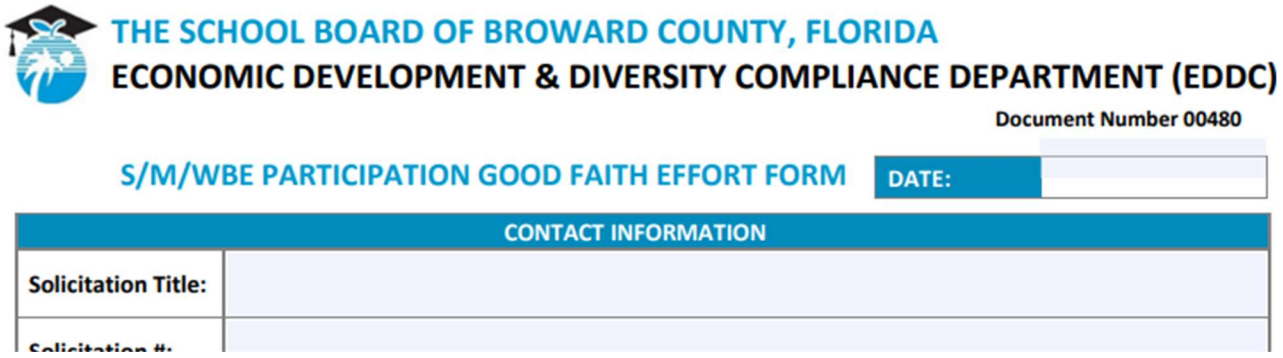
Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Solicitation #:		**Project Number:**	
Project Name:			
Project Location:			
Bidder/Proposer:			

3. **Document Number 00480 - Good Faith Effort Form**
   Document Link:
   browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf
   Document Preview:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM DATE:

CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	

ATTACHMENT A – S/M/WBE FORMS

MONTHLY UTILIZATION REPORT

If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.

If you are a S/M/WBE Prime self performing, monthly payments received must be reported through the SDOP Management System (SMS).

Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

The Economic Development & Diversity Compliance department works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on how to become a certified supplier, visit the certification webpage.

You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

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(Attachment A)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #: FY24-007

A prospective S/M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit ***Document 00471 – Bidder/Proposer Assurance Statement*** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER: _____

S/M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

The SBBC shall award a maximum of fifteen (15) points for S/ M/WBE Participation as listed in the Evaluation Points Table (refer to 5.2.3 of solicitation document). At the time the Qualifications Statement is submitted, the S/M/WBE Submitting Firm must complete and submit the Bidders/Proposers Assurance Statement (Document 00471) identifying their SMWBE Status.

_____ _____

(Signature and Date) *(Title)*

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for M/WBE.

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See Section 4.2)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

_____ _____
Signature Company Name

_____ _____
Name of Official Business Address

_____
City, State, Zip Code

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See Section 4.2 and General Condition 7.60)

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

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INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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ATTACHMENT D
HEALTHCARE SERVICE REQUIREMENTS

I. HEALTHCARE PERSONNEL & GENERAL INFORMATION

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

Awardee(s) 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. Awardee(s) shall provide healthcare services consistent with a professional standard of care and comply with all medical and ethical requirements imposed by the State of Florida and any other applicable federal, state, or local regulatory agencies.

B. **Unlicensed Personnel:** Awardee(s) shall provide unlicensed assistive personnel who shall be certified in compliance with Florida law(s) and SBBC requirements for healthcare providers.

C. **Authorization of Medication/Treatment**: An *Authorization for Medication/Treatment Form,* signed by a *healthcare provider, parent and school-based healthcare personnel* is required for healthcare personnel to provide student-specific medications, treatments, and procedures. This form can be obtained through SBBC, Coordinated Student Health Services (CSHS) Department website and on the ESE Department for Medical Fragile students website.

D. **Medicaid Provider and Billing**: Awardee shall bill Medicaid directly for services provided to medically fragile students and Medicaid eligible. Awardee(s) shall get prior authorization from Medicaid for medically fragile students to which they are assigned. Medicaid letter of approval or letters showing that the agency is requesting Medicaid approval for school nursing services is to be submitted to The Exceptional Student Education Support/Compliance (ESES/C) Department.

E. **Reports and Documentation**: Awardee(s) shall comply with SBBC procedures for documentation. Awardee(s) shall prepare time logs, reports, and other written memoranda in the form and manner deemed appropriate by SBBC. Awardee's personnel, under this contract, 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. Awardee(s) shall complete Monthly Health Data Reports for assigned and medically fragile students and submit to CSHS by the required date. These records may include but are not limited to, daily and weekly logs, SBBC required health forms, IEPs, 504 plans, physician's authorizations for medications and services, plans of care and other records. These reports shall be available for review by SBBC personnel.

F. **Healthcare Supervision**: Awardee(s) shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services and medical fragile students. 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, Awardee(s) shall provide weekly supervision of unlicensed personnel through the RN supervisor covering the cluster.
2) Awardee(s) staff working in the School Health Room and, on-site school classrooms shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS. Supervisors overseeing medical fragile students shall provide monthly visits with documentation of visit to ESE Support/Compliance designee.

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) shall be replaced within thirty-six (36) hours of the request. The term "problem" shall indicate, but not be limited to, tardiness, disrespectfulness, refusal to perform required tasks, etc. Failure of the Awardee to replace the above personnel, as required, may result in default of their contract.

ATTACHMENT D
HEALTHCARE SERVICE REQUIREMENTS

I. HEALTHCARE PERSONNEL & GENERAL INFORMATION

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 the Awardee(s).

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

J. **Attendance/Punctuality**: All healthcare personnel shall call their agency as soon as they know that they will not be available for a scheduled shift or will be late. **Awardee(s) shall contact the school/ center and CSHS Department or ESES/C Department 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**: Awardee(s) shall provide SBBC with all changes in services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days' notice of any reduction and/or changes in the number of services.

L. **SBBC's School Day Calendar**: Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by the Coordinated Student Health Services Department or through SBBC's website: https://www.browardschools.com/calendar#calendar51101/20220914/month

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 using a **Health Services Request Form** or **email request**. CSHS and ESE/SC shall review this form/email to determine the need for nursing services and the appropriate placement of services. Services performed because 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 Paper Invoices**: Invoices, unless otherwise indicated, must show complete purchase order number and work performed, shall be submitted to **SBBC Accounts Payable Department, Coordinated Student Health Services for school health room nursing services and Exceptional Student Education and Support Compliance (ESES/C) through Accelibill for medical fragile students. DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT AS STATED ON THE PURCHASE ORDER**. Services are required in accordance with the school's bell-to-bell hours and Awardee(s) may only bill only for actual hours worked. Awardee(s) must use the district-approved time sheet when SBBC's Kronos time clock is not working. District approved Time Sheet is shown in **Attachment M.**

ATTACHMENT D
HEALTHCARE SERVICE REQUIREMENTS

Awardees 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 Awardee for services performed. (See Section 4.3.2.31)

At the beginning of each school year, specific billing instructions are presented to the Awardee(s). Awardee(s) must attend this presentation and adjust (if necessary) to their invoicing/billing process to accommodate SBBC's billing and payment process for containing all the information found in **Attachment S – Sample Invoice.** Awardee(s) 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 Awardee's time in and out of their assigned location(s). 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. Awardee(s) 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. The User Agreement can be found in **Attachment O**.

Awardee(s) shall provide a weekly invoice for school health room nursing services, and email to CSHS Department. Awardee(s) shall provide a weekly invoice for students with Section 504 disabilities to the CSHS Department. **Failure to provide the invoices in this format shall result in the invoice being returned to the Awardee(s) for correction.** Invoices shall include, at a minimum, the name of service providers, dates of service, beginning and ending hours, week number, type(s) of services provided and school designee signature verifying the hours worked. 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 the service provided, such as 504 Diabetic, or ESE Medical Fragile. If Awardee's employees attend a required Professional Development workshop by SBBC, this must be documented as well on the invoice. **DO NOT STAPLE INVOICES**.

As stated above, it is the responsibility of the awarded vendors to invoice SBBC on a timely basis and as stated in the requirements of the RFP. SBBC shall not be responsible for receiving an invoice from a vendor that is over six (6) or more months old. SBBC shall not be responsible for paying **untimely** invoices from a vendor.

Nurses that ride an SBBC school 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 use a District approved Time Sheet and submit with the invoice.

Nurses working an Aftercare program must "clock out" of Kronos before working the Aftercare program. Do not use the Kronos clock for Aftercare. Payment for services provided to Aftercare is not the responsibility CSHS Department and this time shall not to be included on the invoice.

ATTACHMENT D
HEALTHCARE SERVICE REQUIREMENTS

II. **HEALTHCARE PERSONNEL & GENERAL INFORMATION**

Response to invoice discrepancies from Awardee(s) must be submitted to the appropriate Department either CSHS or ESE Support/Compliance within five (5) business days from date of request; otherwise, invoices shall be paid as determined by the appropriate department and no future requests by Awardee(s) for additional payment shall be honored.

III. **HEALTHCARE DOCUMENTATION**: Awardee(s) is/are required to document care and services on approved SBBC forms or electronic health record (HER) system. These forms of electronic health records may be updated or modified at any time and additional forms added at any time by CSHS and ESES/C Department. These forms will be accessible via CSHS Clinical Nurse Supervisors ESES/C SharePoint: Medical Fragile SharePoint. **It is the Awardee'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 a healthcare provider 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 daily and as-needed (PRN) medication(s). Awardee's healthcare personnel are to initial, date, and time of every dose of medication administered. A full signature and discipline are to be written at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary.

C) **Diabetes Authorization of Medication/Treatment Forms & Procedures**: A "Diabetes Medication/Treatment Authorization" form signed by the healthcare provider and parent/guardian is required for Awardee's personnel to deliver medications and treatments to students with Diabetes. (**Attachment N**) This package also includes:

(a) Diabetes Emergency Care Plan
(b) Revision Form
(c) Parent/Guardian Responsibilities and School Responsibilities
(d) Parent/Guardian Accountability Checklist
(e) Diabetes Management in Schools
(f) Procedures for Students with Diabetes
(g) Roles and Responsibilities
(h) Continuous Glucose Monitoring Device (CGM)

D) **Healthcare Notes**: Copies of all healthcare personnel notes for medically fragile students and school health room students must be given to the student's school at the end of the school year. These notes must be placed in the student's CUM Health Record folder. If there is a termination of services, the copies must be given to the school at the time of termination. Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services

ATTACHMENT D
HEALTHCARE SERVICE REQUIREMENTS

D) **Student Care Plans**: Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Care Plan (ECP) for students identified with chronic health conditions signed by Awardee'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 to ~~by~~ the principal/designee. The ECP is to be reviewed with school staff by the Awardee's RN and a copy provided to the school staff. All student health records shall be filed in the student's cumulative health folder. Also, Awardee(s) shall provide clear documentation when there is a change in the student's healthcare needs that may warrant a change in their immediate level of care.

E) **Student Clinic Pass**: Awardee(s) shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the school health room. The Clinic Pass is filed in the student's cumulative health folder at the end of each school year.

F) **Daily Clinic Log**: Awardee(s) shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the school health room daily. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.

G) **Monthly Summary Log and Unduplicated Log**: Awardee(s) shall complete the Florida Department of Health-Broward Monthly Summary Log by the 5th of every month. The Unduplicated Log must be completed by the Awardee(s) no later than June 1st. All logs must be submitted to the Florida Department of Health School Health Program manager.

H) **Mental Health Monthly Summary Log**: Awardee(s) shall complete the CSHS Services Mental Health Summary log by the 5th of each month. This form must be submitted to CSHS Mental Health Nurse.

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ATTACHMENT E

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

ROLES AND RESPONSIBILITIES: Awardee(s) shall ensure that their employees providing one-to-one care to a student are oriented to SBBC's policies and procedures. Any questions regarding these policies should be directed to the Awardee'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. Awardee(s) must accompany the student to and from school daily unless otherwise directed. The Awardee must use the Kronos time system to record arrival and departure from school premises. The District approved timesheets must be used to record arrival and departure times from student's residence with parent/guardian signature for verification.

2. Remain with the student throughout the school day and render care as ordered by the healthcare provider. Notify ESES/C, 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 reflects 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 healthcare provider. The parent/guardian must also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms must be submitted to ESES/C at least one week before the expiration of the current authorization.

5. All documentation of care for students must be on ESES/C approved forms. Students are identified as such at the top of the forms.

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

7. 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, the Awardee(s) shall be provided with a completed Authorization for Medication/Treatment form from their agency. Awardee(s) shall then be responsible for providing this care. If the request comes from school personnel, Awardee(s) should contact their agency for authorization to perform the additional duties.

ATTACHMENT E

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

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

10. If the Awardee 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 the 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.

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ATTACHMENT F – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Vendor Name: _____

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, including nature and scope of work, which demonstrates expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENT G – COST OF SERVICES

THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM

SPREADSHEET: Vendor **must** fill out the attached Cost of Services Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (.XLS) PRICING BID SUMMARY SHEET TABS AS FOLLOWS:

1) Company Representative – Must be completed by Proposer
2) Tab Pricing – Must be completed by Proposer

ATTACHMENT H – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

(Complete only if your firm has less than four (4) employees)

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this contract.

I further certify that, if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one (1) or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed:

_____

Notary Public Print:

_____

Notary Stamp Below:

ATTACHMENT I – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

By_____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐ Notary Public State of: _____

or My commission expires: _____

Produced Identification ☐

_____
(Type of Identification)

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

ATTACHMENT J – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

[REMAINDER OF PAGE INTENTIALLY LEFT BLANK]

ATTACHMENT K
SAMPLE SBBC AGREEMENT

DO NOT SUBMIT THIS AGREEMENT WITH YOUR PROPOSAL – FOR VIEWING PURPOSES ONLY

THIS AGREEMENT is made and entered into 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

[INSERT NAME OF COMPANY]
(hereinafter referred to as "VENDOR"),
whose principal place of business is
[*ADDRESS]*
[ADDRESS]

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY24-007 – Healthcare Services (hereinafter referred to as "RFP"), dated _____, and amended by Addendum No. 1, dated _____, all of which are incorporated by reference herein, for the purpose of receiving proposals for healthcare services; and

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

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

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

2.02 **Description of Services Provided**. VENDOR shall provide SBBC with the Scope of Services and Healthcare Service Requirements in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in **Attachment ____– Scope of Services and Attachment ____ – Healthcare Service Requirements** of this Agreement.

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

First: This Agreement, then;
Second: Addendum No. ____, then;
Third: RFP FY24-XXX – Healthcare Services, then;
Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost and Payment**.

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

1) Registered Nurse (RN) Supervisor $_____/hour
_____ Dollars and 00/100 Cents ($XX.00) per hour
1:10 school
1:10 acute care medical fragile nurses
Hourly rate for RN supervisor(s) includes substitutes

2) Medically Fragile Student Nursing Services $_____/hour
1:1 Nursing Services as per RFP specifications.

3) RN Registered Nurse $_____/hour
_____Dollars and 00/100 Cents ($XX.00) per hour
Hourly rate for RN's includes substitutes

4) LPN Licensed Practical Nurse $_____/hour
_____Dollars and 00/100 Cents ($XX.00) per hour
Hourly rate for LPN's includes substitutes

5) RT Respiratory Therapist $_____/hour
_____Dollars and 00/100 Cents ($XX.00) per hour
Hourly rate for RT's includes substitutes

6) Unlicensed Assistive Healthcare Personnel $_____/hour
_____Dollars and 00/100 Cents ($XX.00) per hour
Hourly rate for UAHP's includes substitutes

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

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

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

2.05 **SBBC Disclosure of Education Records**.

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

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

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

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

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

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

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

(b). For parents who signed the Parent/Guardian Consent for School Health Services (**Attachment ___**), school personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic health records management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information pursuant to the purposes listed in sec. 2.05(a).

(c) Types: SBBC shall provide VENDOR with the following education records, via access to the District's electronic health records management system for the purposes listed in sec. 2.05(a), and hard copy in instances where nurses are treating students whose parents/guardians have signed the consent form (Attachment A):

1) Health roster listing names of all students in the school with chronic health conditions
2) Health screening records (including body mass index, vision, hearing, and scoliosis)
3) Immunization records
4) Parent and emergency contact information
5) Individualized Healthcare Plans (IHP) and Emergency Care Plans (ECP)
6) Individualized Educational Plans (IEP)
7) Section 504 Plans
8) Student information for reports and other forms (as applicable):
   i. Diabetic Student Teaching Skills Record (**Exhibit __** of **Attachment ___**);
   ii. Medically Fragile Student Monthly Medical and Insurance Status Report (**Exhibit __** of **Attachment __**),
   iii. Report of Medication Error (**Exhibit ___** of **Attachment ___**);
   iv. CSHS Incident Report including health concerns (**Exhibit ___** of **Attachment ___**);
   v. Authorization for Medication/Treatment Form for administering medication (**Exhibit ___** of **Attachment ___**); and

vi. Authorization for Medication/Treatment Form for authorizing treatment (**Exhibit ___** of **Attachment ___**).
vii. Parent/Guardian Consent Form (**Attachment ___**). Consent for treatment is pursuant to Section 1014.06 F.S. - Parental Consent for Health Care Services

(d) Consent exception: VENDOR is considered a "school official" with a legitimate educational interest to receive or access SBBC student education records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent for the disclosure of the education records. However, SBBC must have the signed Parent/Guardian Consent for School Health Services (**Attachment ____)** for VENDOR to treat students, except in a health or safety emergency, or to ensure state compliance mandates (such as immunization requirements), and additional purposes as listed in sec. 2.05(a).

(e) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in VENDOR's privacy policies if any.

2.06 **VENDOR Safeguarding Confidentiality of Education Records**.

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

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

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

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

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

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

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

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

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

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

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

11) purge education records from any media once the media is no longer in use or is to be disposed.

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

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **HIPAA Compliance**. VENDOR acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances, and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Attachment ___** of this Agreement. PHI may be used and disclosed only in compliance with HIPAA.

2.08 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

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

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

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

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

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

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

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
With a Copy to:	Director, Exceptional Student Education Support/Compliance The School Board of Broward County, Florida 1701 NW 23rd Avenue Fort Lauderdale, Florida 33311

To VENDOR: *To be Inserted*

2.10 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.11 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) 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. Personnel who are subject to background screening include all VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. 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 (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, 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, 1012.465, 1012.467, and 1012.468, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

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

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

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

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

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

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

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

(b) Professional Liability/Errors & Omissions. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "Goodside Health does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and has a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

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

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

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

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

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

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

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

2.15 **Nondiscrimination.**

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

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

2.16 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is 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 accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.17 **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, together with any applicable statutory interest.

2.18 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.19 **Incorporation by Reference**. The **Attachment** ___ as attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is 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 under this Agreement in or upon any third person or entity. 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 is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are 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 exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and 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 precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has 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, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and

admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

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

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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

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

3.13 **Severability**. If 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 does not affect the remaining portions of this Agreement and the same 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.

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

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not 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 is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **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 survive the termination of this Agreement.

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

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **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 Effective Date.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

ATTACHMENT L
SAMPLE - HIPAA BUSINESS ASSOCIATE AGREEMENT

DO NOT SUBMIT THIS AGREEMENT WITH YOUR PROPOSAL – FOR VIEWING PURPOSES ONLY

This Business Associate Agreement ("***Agreement***") is made and entered into by and between:

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

and

[INSERT NAME OF COMPANY]
(hereinafter referred to as "Business Associate"),
whose principal place of business is
[*ADDRESS]*
[ADDRESS]

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

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

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

ARTICLE 1 – RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

4. Obligations of SBBC Regarding PHI.

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

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

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

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

5. Security of Electronic Protected Health Information.

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

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

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

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

ARTICLE 2 – SPECIAL CONDITIONS

6. Compliance with EDI Rule .

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

7. Subsequent Legislative or Regulatory Changes.

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

8. Amendment.

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

9. Term and Termination.

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

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

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

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

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

ARTICLE 2 – SPECIAL CONDITIONS

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

10. Indemnification.

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

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

11. No Waiver of Sovereign Immunity.

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

ARTICLE 3 – GENERAL CONDITIONS

12. No Third Party Beneficiaries.

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

13. Non-Discrimination.

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

ARTICLE 3 – GENERAL CONDITIONS

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

17. Compliance with Laws.

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

18. Binding Effect.

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

19. Assignment.

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

20. Force Majeure.

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

21. Place of Performance.

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

ARTICLE 3 – GENERAL CONDITIONS

22. Notices.

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

To SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

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

Director, Exceptional Student Education Support/Compliance
The School Board of Broward County, Florida
1701 NW 23rd Avenue
Fort Lauderdale, Florida 33311

Privacy Officer
Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

To Business Associate:

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With a Copy to:

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23. Severability.

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

24. Captions.

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

ARTICLE 3 – GENERAL CONDITIONS

25. Authority.

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

26. No Waiver of Rights, Powers and Remedies.

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

27. Regulatory References.

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

28. Governing Law.

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

29. Entire Agreement.

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

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

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

ATTACHMENT M

HEALTHCARE FORMS

Note: These forms may be amended at any time during the term of the contract as well as additional forms added or deleted at the discretion of SBBC.

Adrenaclick Administration Skills Checklist

Trained personnel: _____ Title: _____

Skills	First skills assessment Performs skill in accordance with written guidelines. Initial and Date		Second skills assessment Performs skill in accordance with written guidelines. Initial and Date	
	Yes	No	Yes	No
Checked the medication authorization form for: ▪ History of Allergies ▪ Instructions for administration ▪ Parent's and physician's signature and date				
Checked Epinephrine Auto-Injector monthly for ▪ Expiration date ▪ Discoloration ▪ Solid particles ▪ Inform parents when expiration date is near				
Store Epinephrine in dark place at room temperature (59° -86° F.) Do not refrigerate.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911.**				
2. Remove auto-injector from the outer case and remove grey caps labeled "1" and "2".				
3. Place red tip against the middle of the outer thigh and press down hard and hold in place for **10 seconds.**				
4. No massage is necessary. Place auto-injector, needle first, back into the carrying case and re-cover with grey cap.				
5. Time, observe, record what happens.				
6. Make plans to notify parent to replace Epinephrine Auto-Injector unit.				

Comments: _____

Trained Personnel Signature: _____ Date: _____

Instructor's name, title and agency (print): _____

Instructor's signature: _____ Date: _____

DOH-Broward N-143 11/2018

ATTACHMENT M

HEALTHCARE FORMS

BROWARD County Public Schools

COORDINATED STUDENT HEALTH SERVICES

Contracted Agency Nurses/Health Service Technician (HST) Accountability Checklist

AGENCY NAME: _____ DATE: _____

SCHOOL: _____

NURSING SUPERVISOR: _____

NURSE/HST: _____

Areas Covered	Performs activity in accordance with policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines and requires further education
SCHOOL BOARD POLICIES RELATED TO SCHOOL HEALTH • Knowledge of School Board Policies 6305 Medication Administration in School 6305.1 Medical Marijuana/ Low THC Cannabis Use To Qualified Students In School 5303 First-Aid 5012 Treatment of Students and Employees With Communicable Diseases and Conditions • Ability to locate School Board Policies at www.browardschools.com		
CORE HEALTH REQUIREMENTS (State Health Requirements) • Obtaining Parent/Guardian Consent for School Health Services for all students seen in clinic **(House Bill 1557)** • Emergency Preparedness ✓ 2 school staff certified in CPR/AED/First Aid **(Must be American Heart Association approved)** • Medication Administration ✓ 2 trained staff in medication administration • Health Room ✓ Designated area required, clinic supplies & equipment ✓ Keys for clinic must always remain in clinic • Health Screenings ✓ Vision: K, 1st, 3rd & 5th Hearing: K, 1st & 6th Scoliosis: 6th • Immunization Compliance ✓ Achieve 95% compliance rate • Universal Precautions ✓ Proper biohazard (red bag) waste removal ***CORE Requirements needs to be posted in clinic***		

Rev 102422

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HEALTHCARE FORMS

Contracted Agency Nurse/HST Accountability Checklist

COMMUNICABLE DISEASE (Florida Statute 381.0031) • Broward County Public Schools (BCPS) Guidelines for Communicable Disease Control In Schools • Florida Department of Health (FDOH) Reportable Disease/Conditions in Florida • Communicating with Department of Health Broward		
CHILD ABUSE AND NEGLECT (Florida Statute 39.201) • Recognizing child abuse • Reporting child abuse to the Florida Abuse Hotline 1-800-962-2873		
HEALTH SCREENINGS (Florida Statute 381.0056) • Knowledge of health screening requirements • Knowledge of health screening form • Assisting with follow ups • Assisting with referrals for failed screenings		
IMMUNIZATIONS (Florida Statute 1003.22) • Review Immunization Compliance Report • Knowledge of REQUIRED immunizations • Knowledge of Florida Department of Health (FDOH) Immunization Guidelines including exemptions		
TELEHEALTH • Complete appropriate vendor training • Assist in obtaining consent for telehealth services • Complete telehealth visits (minimum 3 per week)		
CHRONIC HEALTH CONDITIONS • Review of Health Roster • Knowledge of Section 504 Accommodation Bank • Understand nurse's role as a 504 Plan team member • Attend all 504 Plan meetings as needed (Registered Nurse only)		
ANAPHYLAXIS • Identifies signs and symptoms • Complete Student Assessment Checklist • Develop an Individualized Healthcare Plan (IHP) and Emergency Care Plan (ECP) • Distribute ECP to necessary school staff • Complete child specific training • Administration of Epinephrine		
ASTHMA • Identifies signs and symptoms • Complete Student Assessment Checklist • Develop an Individualized Healthcare Plan (IHP) and Emergency Care Plan (ECP) • Distribute ECP to necessary school staff • Complete child specific training • Use of Metered Dose Inhaler • Use of nebulizer machine		

ATTACHMENT M

HEALTHCARE FORMS

Contracted Agency Nurse/HST Accountability Checklist

DIABETES • Identifies signs and symptoms • Complete Student Assessment Checklist • Develop an Individualized Healthcare Plan (IHP) and Emergency Care Plan (ECP) • Diabetic Student Teaching Skills Record • Complete Child Specific Trainings • Distribute ECP to necessary school staff • Blood Glucose Monitoring via Glucometer and Continuous Glucose Monitor (CGM) • Ketone testing • Carbohydrate counting • Insulin injection via pen or syringe • Skilled in insulin pump use • Glucagon administration • Provide all diabetic orders to CSHS		
SEIZURES (Florida House Bill 173) • Identifies signs and symptoms • Seizure course completion • Complete Student Assessment Checklist • Develop an Individualized Healthcare Plan (IHP) and Emergency Care Plan (ECP) • Complete Child Specific Trainings • Distribute ECP to necessary school staff • Ensuring adherence to students Individualized Seizure Action Plan (ISAP) • Diastat administration (rectal and nasal) • Completion of Seizure Log		
MEDICATION ADMINISTRATION (Florida Statute 1006.62) • Review Medication Administration Policy 6305 • Complete Medication Administration course via link provided • Authorization for Medication Administration ✓ Purpose ✓ Required signatures ✓ Expiration • Student Daily Medication Log ✓ Signature for inventory upon receipt/return of medication • Proper use of locked cabinets for medication storage • Comprehension of self-carry medication guidelines • Compliance of controlled substance protocols • Compliance of process when medications are discontinued • Compliance of proper transportation of medication • Compliance of proper disposal of expired/discontinued medications (Risk Management 754-321-1900)		

ATTACHMENT M

HEALTHCARE FORMS

Contracted Agency Nurse/HST Accountability Checklist

DOCUMENTATION • Utilize assigned computer and P number • Communicate utilizing only Broward Schools email addresses • Utilize electronic health record (EHR) • 911 Poster • AED Log • Daily Clinic Log • Clinic Pass • Controlled Substance Log • Clinic To Do List – Beginning of Year • Emergency Care Plan (ECP0 • Individualized Healthcare Plan (IHP) • Medication Authorization Form Prescription or Over the Counter (OTC) • Medication Refrigeration Temperature • Monthly Quality Improvement Report • Nursing Narrative Note • RN Supervisory School Visit • School Health Room reference Sheet • Skills Checklists • Student Assessment Check List • Student Medication Information • Student Medication Log ***Maintains confidentiality of student records via the Family Education Rights and Privacy act (FERPA)***		
TRAININGS (Performed by Registered Nurse RN) • General Health Awareness Trainings for chronic health conditions (Completed during pre-planning week) • Child specific emergency medication training (Completed by the end of September with prioritization given to anaphylaxis, diabetes, asthma, and seizures)		
SCHOOL HEALTH REPORTS • FDOH Monthly Reports (Submit to your agency administrator by the 5th of the month) • Annual Unduplicated Log (Submitted to your agency administrator by the 2nd week of May) • Quarterly Quality Improvement Reports (4 per year) • Weekly RN Supervisory Note • Monthly Mental Health Summary Log (Submit to CSHS Mental Health Team by the 5th of the month)		

ATTACHMENT M

HEALTHCARE FORMS

Contracted Agency Nurse/HST Accountability Checklist

DOCUMENTATION • Utilize assigned computer and P number • Communicate utilizing only Broward Schools email addresses • Utilize electronic health record (EHR) • 911 Poster • AED Log • Daily Clinic Log • Clinic Pass • Controlled Substance Log • Clinic To Do List – Beginning of Year • Emergency Care Plan (ECP0 • Individualized Healthcare Plan (IHP) • Medication Authorization Form Prescription or Over the Counter (OTC) • Medication Refrigeration Temperature • Monthly Quality Improvement Report • Nursing Narrative Note • RN Supervisory School Visit • School Health Room reference Sheet • Skills Checklists • Student Assessment Check List • Student Medication Information • Student Medication Log ***Maintains confidentiality of student records via the Family Education Rights and Privacy act (FERPA)***		
TRAININGS (Performed by Registered Nurse RN) • General Health Awareness Trainings for chronic health conditions (Completed during pre-planning week) • Child specific emergency medication training (Completed by the end of September with prioritization given to anaphylaxis, diabetes, asthma, and seizures)		
SCHOOL HEALTH REPORTS • FDOH Monthly Reports (Submit to your agency administrator by the 5th of the month) • Annual Unduplicated Log (Submitted to your agency administrator by the 2nd week of May) • Quarterly Quality Improvement Reports (4 per year) • Weekly RN Supervisory Note • Monthly Mental Health Summary Log (Submit to CSHS Mental Health Team by the 5th of the month)		

ATTACHMENT M

HEALTHCARE FORMS

Contracted Agency Nurse/HST Accountability Checklist

Corrective Action Plan Needed: ☐ Yes ☐ No

Comments:

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Agency Supervisor Signature: _____ **Date:** _____

Agency Nurse/HST Signature: _____ **Date:** _____

ATTACHMENT M

HEALTHCARE FORMS

Contracted Agency Nurse/HST Accountability Checklist

District Clinical Nurse Team Lead/Supervisor Comments:

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District Team Lead Name: _____ **Signature:** _____ **Date:** _____

PROCEDURE

- All contracted agency Nurses and Health Service Technicians (HST's) assigned to Broward County Public Schools are required to have a *Nurse/HST Accountability Checklist* completed by their agency supervisor
- A copy of the Nurse/HST Accountability form must be kept in the communication binder in the health room under the Training tab
- All newly hired contracted agency nurses or HST's are required to complete the checklist with their agency supervisor within 1 week of start date
- Forms must be submitted via email to the District Clinical Nursing Supervisor overseeing the contracted agencies and the Clinical Nurse Team Lead for their schools within the first 2 weeks of the start of the new school year and/or upon a new assignment of nurse or HST
- District Clinical Nurse Team Leads will review checklist and address any concerns with the contracted agency supervisor
- District Clinical Nurse Team Leads will conduct periodic site visits to review checklist with contracted agency nurses or HST's
- If there are concerns, the agency supervisors are required to submit a Corrective Action Plan within 1 week

ATTACHMENT M

HEALTHCARE FORMS

Florida HEALTH Broward County

Asthma Inhaler Administration Skills Checklist

Trained personnel: _____ Title: _____

Skills	First skills assessment		Second skills assessment	
	Performs skill in accordance with written guidelines. Initial and date		Performs skill in accordance with written guidelines. Initial and date	
	Yes	n/a (explain)*	Yes	n/a (explain)*
Checked the medication authorization form for: • History of Allergies. • Instructions for administration • Parent's and physician's signatures				
Checked Asthma inhaler at least monthly for • expiration date • Inform parents when expiration date is near or need for replacement.				
Verbalize and use proper techniques:				
1. Remove cap from inhaler and shake.				
2. Student should breathe out as much air as possible.				
3. Place mouthpiece into mouth and close lips tight.				
4. Trigger the inhaler at the beginning of a long slow deep breath.				
5. Hold breath for 10 sec.				
6. Wait 1-2 min between puffs or as per Med Authorization.				
Immediately after use:				
7. In an emergency follow Emergency Care Plan, **Call 911**				
8. Time, observe, record what happens				

* n/a _____

Instructor's name, title and agency (print): _____ Signature: _____

ATTACHMENT M

HEALTHCARE FORMS

Florida HEALTH Broward County

Asthma Nebulizer Treatment Skills Checklist

Trained personnel: _____ Title: _____

Skills	First skills assessment		Second skills assessment	
	Performs skill in accordance with written guidelines. Initial and date		Performs skill in accordance with written guidelines. Initial and date	
	Yes	n/a (explain)*	Yes	n/a (explain)*
Checked the medication authorization form for: • History of allergies. • Instructions for administration. • Parent's and physician's signatures.				
Checked asthma medication at least monthly for • discoloration • expiration date • Inform parents when expiration date is near				
Verbalize and use proper techniques:				
1. Quickly evaluate student.				
2. Wash hands, apply gloves. Gather and prepare supplies, attach tubing to compressor air outlet.				
3. Unscrew top from nebulizer cup.				
4. Use medication solution ampoule and place into nebulizer cup, close it. Attach tubing.				
5. Turn on power switch.				
6. Assure mist production and place mouthpiece in mouth or mask over nose and mouth. Student will breathe normally till mist is completed.				
7. Turn off machine.				
8. Clean all washable/detachable parts and air dry. Discard gloves. Observe student during this time for respiratory rate and wellness.				
Immediately after use:				
9. In an emergency follow Emergency Care Plan, **Call 911**				
10. Time, observe, record what happens				

*n/a _____

Instructor's name, title and agency (print): _____ Signature: _____

DOH-Broward N-109 12/16

ATTACHMENT M

HEALTHCARE FORMS

Auvi-Q Administration Skills Checklist

Trained personnel: _____ Title: _____

Skills	First skills assessment		Second skills assessment	
	Performs skill in accordance with written guidelines.		Performs skill in accordance with written guidelines.	
	Initial and Date		Initial and Date	
	Yes	No	Yes	No
Checked the medication authorization form for: ▪ History of allergies ▪ Dosage and administration ▪ Special Instructions ▪ Parent's and physician's signature and date				
Checked Auto-Injector, Auvi-Q monthly for ▪ expiration date ▪ discoloration ▪ solid particles				
Store in the outer case at room temperature (68° -77° F.) Do not refrigerate.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911.**				
2. Pull Auvi-Q from the outer case.				
3. Pull Red safety guard off firmly (never touch the black base of the auto-injector).				
4. Place black end against the middle of the outer thigh (through clothing if necessary). Press firmly and hold in place for **2** sec.				
5. Press hard into the middle of outer thigh until auto injector is released.				
6. You will hear a click and hiss sound when activated. This is normal and indicates that it is working correctly.				
7. Replace the outer case (not safety guard). ▪ Black base will lock into place after use ▪ The voice instruction will confirm Auvi-Q has been used and the red lights will blink. ▪ The viewing window will not be clear ▪ Some medicine will remain in Auvi-Q				
8. Time, observe, record what happens.				
9. Plan to notify parent to replace Auto-Injector unit.				

Comments: _____

Trained Personnel Signature: _____ Date: _____

Instructor's name, title and agency (print): _____

Instructor's Signature: _____ Date: _____

DOH-Broward N-144 11/2018

ATTACHMENT M
HEALTHCARE FORMS

BROWARD County Public Schools

COORDINATED STUDENT HEALTH SERVICES

AGENCY TIMESHEET FOR THE CLINIC

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

RN Supervisor Name: _____ School Name: _____

Day of Week	Date	Time In	Time Out	Number of Hours Worked	Initials of School Staff Verifying Time	School Staff Verifying Time	Position of School Staff Verifying Time
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							

Employee Signature: _____ Total Number of Hours Worked: _____

RN Supervisor Signature: _____ Agency Nursing Administrator Signature: _____

Rev. 10242022

ATTACHMENT M

HEALTHCARE FORMS

Florida HEALTH Broward County

Diastat Administration Skills Checklist

Trained personnel: _____ Title: _____

Skills	First skills assessment		Second skills assessment	
	Performs skill in accordance with written guidelines. Initial and date		Performs skill in accordance with written guidelines. Initial and date	
Check the medication authorization form for: • History of Allergies • Instructions for administration to this student • Parent's and physician's signatures	Yes	n/a (explain)*	Yes	n/a (explain)*
Check Diastat rectal gel monthly for: • expiration date • discoloration • Inform parents when expiration date is near				
Store at room temperature (59° -86° F.). Store near/with student, with gloves and lubricating gel.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911**				
2. Secure students safety and privacy				
3. Talk student through entire process				
4. Put on gloves				
5. Place student on side facing you, bending upper leg forward if possible.				
6. Removes protective cover from syringe and lubricate rectal tip				
7. Separate buttocks to expose anus/rectum Gently insert tip into rectum				
8. Slowly count to 3 while gently pushing plunger in until it stops				
9. Slowly count to three before removing syringe from rectum				
10. Slowly count to three while holding buttocks together to prevent leakage				
11. Keep student on side facing you				
12. Time, observe, record what happens				
13. Plan to notify parent to replace Diastat rectal gel				

*n/a _____

_____

Instructor's signature, title and agency Date

DOH-Broward N-112 12/16

ATTACHMENT M

HEALTHCARE FORMS

Epinephrine Auto-Injection (Teva) Administration Skills Checklist

Trained personnel: _____ Title: _____

Skills	First skills assessment		Second skills assessment	
	Performs skill in accordance with written guidelines.		Performs skill in accordance with written guidelines.	
	Initial and Date		Initial and Date	
	Yes	No	Yes	No
Checked the medication authorization form for: ▪ History of Allergies ▪ Instructions for administration ▪ Parent's and physician's signature and date signed				
Checked Epinephrine Auto-Injector monthly for ▪ expiration date ▪ discoloration ▪ solid particles ▪ Inform parents when expiration date is near				
Store in dark place at room temperature (59° -86° F.) Do not refrigerate.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911.**				
2. Quickly twist the yellow cap (0.3 mg) or the green cap (0.15 mg), in the direction of the twist arrow to remove it. *Note that a carrying tube is not provided as seen with other products.				
3. Grasp the auto-injector in your fist with orange tip pointing downward. With the other hand, pull off the blue safety release.				
4. Place the orange tip against the middle of the outer thigh at a right angle. Swing and push the auto-injector firmly until it clicks. **Hold firmly in place for 3 seconds.**				
5. Remove the auto-injector from the thigh. Massage the injection area for 10 seconds.				
6. Time, observe, record what happens.				
7. Plan to notify parent to replace Epinephrine Auto-Injector unit.				

*If No, requires more training and will be evaluated on or before (date) _____.

_____

Instructor's signature, title and agency Date

DOH-Broward N-152 02/2020

ATTACHMENT M

HEALTHCARE FORMS

Epinephrine Auto-Injector Administration Skills Checklist

Trained personnel: _____ Title: _____

Skills	First skills assessment Performs skill in accordance with written guidelines. Initial and Date		Second skills assessment Performs skill in accordance with written guidelines. Initial and Date	
	Yes	No	Yes	No
Checked the medication authorization form for: ▪ History of Allergies ▪ Instructions for administration ▪ Parent's and physician's signature and date				
Checked Epinephrine Auto-Injector monthly for ▪ expiration date ▪ discoloration ▪ solid particles ▪ Inform parents when expiration date is near				
Store in dark place at room temperature (59° -86° F.) Do not refrigerate.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911.**				
2. Removing auto-injector from protective carrying case. Pull off **Blue** end caps (you will now see a red tip).				
3. Grasp the auto-injector in your fist with red tip pointing downward.				
4. Hold thigh firmly in place and place red tip against the middle of the outer thigh. Press down hard and hold for **10 seconds** to deliver the medication.				
5. Remove epinephrine injection, USP auto-injector from the thigh. Massage the injection area for 10 seconds. Carefully cover the needle with the carrying case.				
6. Time, observe, record what happens.				
7. Plan to notify parent to replace Epinephrine Auto-Injector unit.				

Comments: _____

Trained Personnel Signature: _____ Date: _____

Instructor's name, title and agency (print): _____

Instructor's signature: _____ Date: _____

DOH-Broward N-113 (Rev. 11/18)

ATTACHMENT M

HEALTHCARE FORMS

EpiPen / EpiPen Jr Administration Skills Checklist

Trained personnel: _____ Title: _____

Skills	First skills assessment Performs skill in accordance with written guidelines. Initial and Date		Second skills assessment Performs skill in accordance with written guidelines. Initial and Date	
Checked the medication authorization form for: ▪ History of Allergies ▪ Instructions for administration ▪ Parent's and physician's signature and date	Yes	No	Yes	No
Checked Epinephrine Auto-Injector monthly for ▪ expiration date ▪ discoloration ▪ solid particles ▪ Inform parents when expiration date is near				
Store in dark place at room temperature (59° -86° F.) Do not refrigerate.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911.**				
2. Flip open the yellow cap (EpiPen) or the green cap (EpiPen Jr), and slide the auto-injector out of the carrier tube.				
3. Hold the auto-injector in your fist with orange tip pointing downward. With the other hand, remove the blue safety release by pulling up.				
4. Place the orange tip against the middle of the outer thigh at a right angle. Swing and push the auto-injector firmly until it clicks. **Hold for 3 seconds.**				
5. Massage the injection area for 10 seconds.				
6. Time, observe, record what happens.				
7. Plan to notify parent to replace Epinephrine Auto-Injector unit.				

Comments: _____

Trained Personnel Signature: _____ Date: _____

Instructor's name, title and agency (print): _____

Instructor's signature: _____ Date: _____

DOH-Broward N-142 11/2018

ATTACHMENT M

HEALTHCARE FORMS

Monthly Summary Log

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

School Type: o Basic o Comprehensive o Full Service **Health Provider Type:** o RN oLPN oHST o School Designee

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

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

Table 3: Medications	
1 Oral	
2 Inhaler/Nebulizer	
3 Insulin Administration	
4 Topical	
5 Eye	
6 Ear	
7 Nasal	
8 Rectal	
9 G Tube	
10 Injection	
11 Intravenous Treatments	
12 Other Routes	
TOTAL MEDICATIONS BY ROUTE	
Complex Procedures	
13 Carbohydrate Counting	
14 Glucose Monitoring	
15 Catheterization	
16 Ostomy care	
17 Electronic Monitoring (Cardiac,Pulse Ox, BP,Other)	
18 Tube/PEG Feeding	
18 Tube/PEG Flush	
19 Oxygen cont./intermittent	
20 Specimen Collect./testing	
21 Tracheostomy Care	
22 Ventilator Dependent Care	
TOTAL COMPLEX PROCEDURES	
Other Procedures	
23 *First Aid (5031)	
24 *Other (Isolation Room Monitoring)	
TOTAL OTHER PROCEDURES	
TOTAL MEDS & PROCEDURES	

Table 4: Direct Services Provided By	
1 R.N. / A.R.N.P.	
2 L.P.N.	
3 Health Support Tech	
4 School Designee	

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

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ATTACHMENT M

HEALTHCARE FORMS

Glucagon Dry Nasal Spray Administration Skills Checklist

Trained Personnel: _____ Title: _____

Skills	First skills assessment		Second skills assessment	
	Performs skill in accordance with written guidelines. Initial and date		Performs skill in accordance with written guidelines. Initial and date	
Check the Medication Authorization form for: • Allergies • Instructions for administration • Parent's and physician's signature and date signed within 1 calendar year.	Yes	No*	Yes	No*
Check Glucagon device monthly for: • expiration date • Inform parents when expiration date is near				
Store Glucagon in temperatures up to 86° F(30°C) Does not need to be refrigerated.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911.**				
2. Remove shrink wrap by pulling on red stripe.				
3. Open the lid and remove device from the tube **Caution: Do not press the plunger until ready to give the dose.**				
4. Hold device between fingers and thumb. Do not push plunger yet.				
5. Insert tip gently into one nostril until finger(s) touch the outside of the nose.				
6. Push Plunger firmly all the way in. **Dose is complete when the Green Line disappears.**				
7. If student is unconscious, turn student on side.				
8. Time, observe, record what happens.				
9. Plan to notify parent to replace Glucagon dry nasal spray.				

*If No, requires more training and will be evaluated on or before (date) _____.

_____

Instructor's signature, title and agency Date

DOH-Broward N-148 01/2020

ATTACHMENT M
HEALTHCARE FORMS

Florida HEALTH Broward County

Glucagon Injection Administration Skills Checklist

Trained Personnel: _____ Title: _____

Skills	First skills assessment		Second skills assessment	
	Performs skill in accordance with written guidelines. Initial and date		Performs skill in accordance with written guidelines. Initial and date	
Check the medication authorization form for: • History of Allergies • Instructions for administration to this student • Parent's and physician's signature and date signed within 1 calendar year.	Yes	No*	Yes	No*
Check Glucagon Injector monthly for: • expiration date • discoloration • Inform parents when expiration date is near				
Store Glucagon in dark place at room temperature (59° -86° F.) Do not refrigerate.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911.**				
2. Remove safety cap from vial and syringe.				
3. Inject entire content of syringe into vial and roll or shake gently until clear and fully dissolved.				
4. Hold vial upside down and draw contents back into syringe.				
5. Cleanse injection site on buttock, arm or thigh with alcohol swab and let dry.				
6. Inject at a 90° angle with a firm wrist motion.				
7. Turn student on side after injection.				
8. After the injection dispose of needle in sharps box.				
9. Time, observe, record what happens.				
10. Plan to notify parent to replace Glucagon Injector.				

*If No, requires more training and will be evaluated on or before (date) _____.

_____

Instructor's signature, title and agency Date

DOH-Broward N-149 01-2020

ATTACHMENT M

HEALTHCARE FORMS

Florida HEALTH Broward County

Glucagon Pre-Filled Syringe Injection Administration Skills Checklist

Trained Personnel: _____ Title: _____

Skills	First skills assessment		Second skills assessment	
	Performs skill in accordance with written guidelines. Initial and date		Performs skill in accordance with written guidelines. Initial and date	
Check the medication authorization form for: • Allergies • Instructions for administration including dosage • Parent's and physician's signature and date signed within 1 calendar year.	Yes	No*	Yes	No*
Check Glucagon Injector monthly for: • expiration date • discoloration (must be clear and colorless, or pale yellow)				
Store Glucagon injector at room temperature (68° - 77° F.) Do not refrigerate or freeze.				
Verbalize and use proper techniques:				
1. Activate Emergency Care Plan, **Call 911.**				
2. Tear open pouch at the dotted line and carefully remove the pre-filled syringe.				
3. Choose injection site (lower abdomen, outer thigh, or outer upper arm) and expose bare skin. *Do not inject through clothing.*				
4. Pull off the needle cap. Pinch the skin directly around the chosen injection site.				
5. Without touching the plunger, insert the needle into the pinched skin at the injection site at a 90-degree angle.				
6. Push the plunger down as far as it will go to inject all the liquid medicine into the skin. (Inject fast to help decrease the pain).				
7. Lift the syringe straight up from the injection site. Do not re-cap the syringe. Dispose of needle in sharps box.				
8. Observe and record what happens.				
9. Plan to notify parent to replace Glucagon Injector.				

*If No, requires more training and will be evaluated on or before (date) _____.

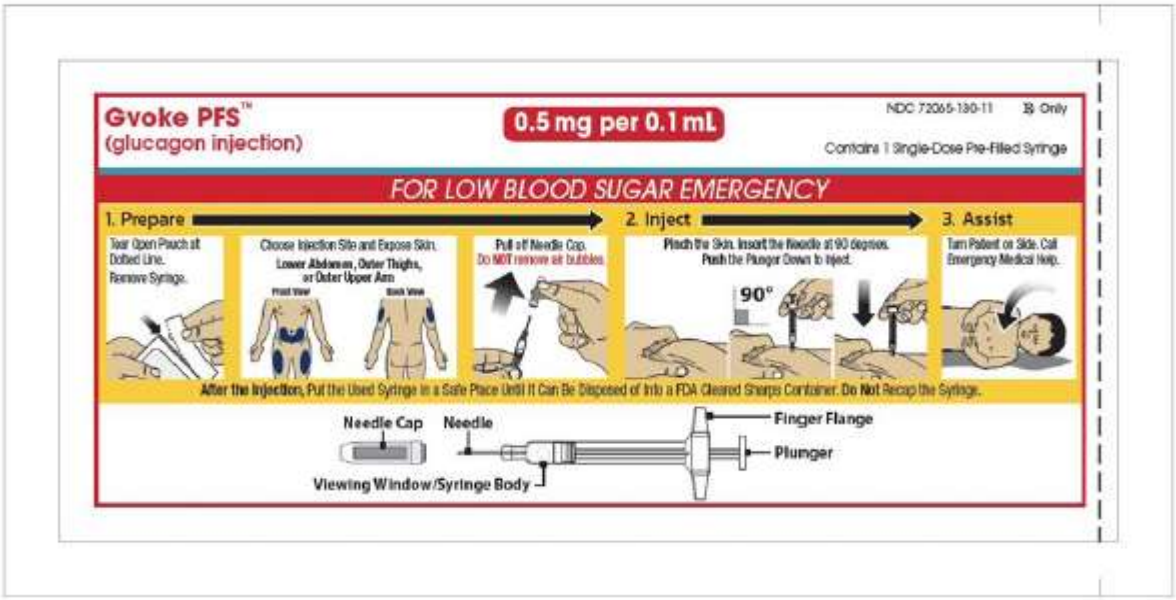
_____

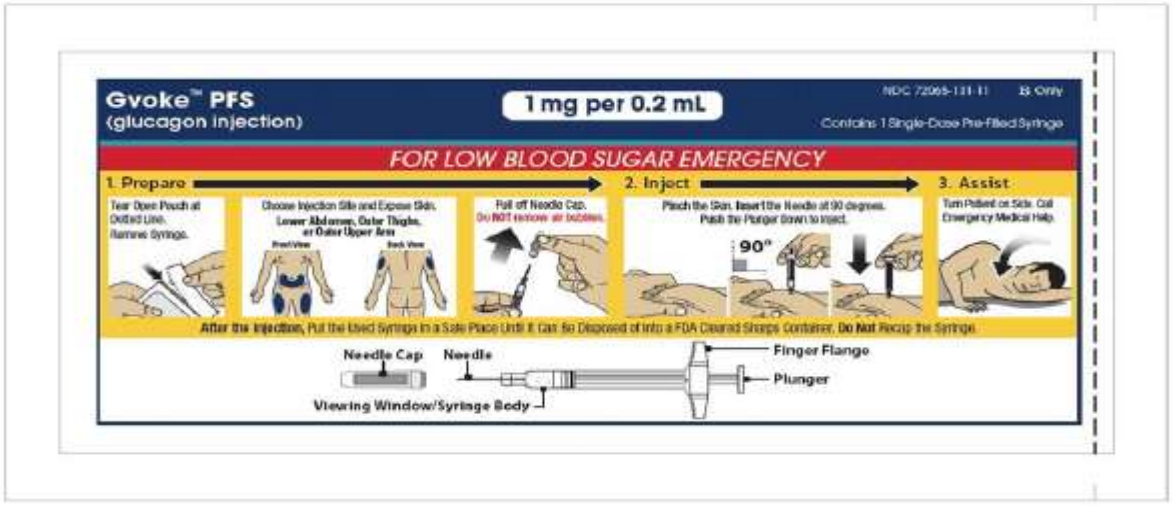
Instructor's signature, title and agency Date

DOH-Broward N-150 02/2020

ATTACHMENT M

HEALTHCARE FORMS





ATTACHMENT M

HEALTHCARE FORMS

HEALTH SERVICES REQUEST FOR CLINIC COVERAGE 2020-2021

- This form is to be used by school designee to request health services for the school clinic from BCPS approved Nursing Agencies.
- Please obtain a **Purchase Order** for these services **Except** when requesting nurse for IEP/504 meeting attendance or school trainings.
- This form must be completed by school designee for each student requiring medically necessary nursing services.
- Please scan/fax this form along with **completed Authorization for Medication/Treatment Form** or **Diabetes /Treatment Authorization Form** directly to approved Agency.
- Coordinated Student Health Services must be notified of nursing coverage after agency has confirmed nursing coverage will be provided.
- Should you require additional information please call Coordinated Student Health Services (CSHS) at 754 3211575.

Date: Click or tap to enter a date.

STUDENT AND SCHOOL INFORMATION

Name of student: _____

Student DOB/Age: _____

Grade: Choose an item. **Program Student is Enrolled check one: ESE (IEP)** Choose an item. **504** Choose an item.

Please Provide ESE/504 Date: Click or tap to enter a date.

School: _____

School Contact/Title: _____

Telephone Number: _____

Reason for Request for Health Services Coverage	DATE	HOURS	AGENCY / REPRESENTATIVE	Purchase Order #
Choose an item.				
Other:				
Choose an item.				

- **Please complete the student and school information and submit form with student(s) CURRENT MEDICATION/TREATMENT AUTHORIZATION FORM WITH REQUEST and/or DIABETES MEDICATION AUTHORIZATION FORM to approved Agency.**
- **Please submit form with school Principal or Designee signature.**

Principal /Designee Signature: _____ **Date:** Click or tap to enter a date.

Revised June 2020

ATTACHMENT M

HEALTHCARE FORMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Coordinated Student Health Services • 1400 NW 14th Court, Ft. Lauderdale, FL 33311 • (754) 321-1575

Authorization for Medication/Treatment
Prescription or Over-the-Counter (OTC) Medication Form

PART I TO BE COMPLETED BY PARENT/GUARDIAN

I grant the principal or his/her designee the permission to assist or perform the administration of each medication to or for my child during the school day, including when he/she is away from school property for official school events. If my child has been authorized by his/her physician to self-administer their medication(s), I grant permission for my child to self-administer their medication at school and when they are away from school property for official school events. If my child is unable to self-administer their medication, I give permission for the principal/designee to perform the administration of the prescribed medication. I give permission to contact the physician/provider prescribing this medication(s) to clarify information provided on the authorization should the need arise.

Student Name _____ Date of Birth _____ Grade _____

School _____

Parent/Guardian Signature _____ Phone # _____ Date: _____

PART II TO BE COMPLETED BY PHYSICIAN/PROVIDER

Allergies: _____

Diagnosis: _____

MEDICATION	STRENGTH	DOSAGE	TIME(S) TO BE GIVEN	ROUTE	SIDE EFFECTS

Please check the appropriate box:

- ☐ I believe that this student has received adequate information on how and when to use their medication and they can use it properly.
- ☐ The student is to carry the medication on their person with the principal's knowledge. (An additional supply, to be used as backup may be kept in the school health room or other approved locations)
- ☐ The medication will be kept in the school health room.

Please list any limitations/precautions that should be considered: _____

Physician's Name (Print) _____ Physician's Signature _____

Physician's Telephone # _____ Physician's Fax # _____

Date Completed _____

PART III TO BE COMPLETED BY SCHOOL HEALTH NURSE/DESIGNEE

Check as appropriate:

- ☐ Parts I and II are completed in entirety, including signatures.
- ☐ Prescription medication is properly labeled by pharmacist.
- ☐ Medication authorization and medication label are consistent and pharmacy label is **NOT** expired.
- ☐ Over-the-counter medication is in an original container with the manufacturer's dosage and label, labeled with student's name and safety seal is intact
- ☐ Medication has been signed into clinic by parent and counted with school staff member.

School Designee/Healthcare Personnel (Print) _____ School Designee/Healthcare Personnel (Signature) _____ Date _____

Revised June 2020

ATTACHMENT M

HEALTHCARE FORMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Coordinated Student Health Services • 1400 NW 14th Court, Ft. Lauderdale, FL 33311 • (754) 321-1575

Authorization for Medication/Treatment
Gastrointestinal/Genitourinary (GI/GU) Form

PART I TO BE COMPLETED BY PARENT/GUARDIAN

I grant the principal or his / her designee the permission to assist or perform the administration of each treatment/procedure to or for my child during the school day, including when he/she is away from school property for official school events. I give permission to contact the physician/health care provider prescribing this medication(s) to clarify information provided on the authorization should the need arise. *NOTE: School personnel may administer only treatments authorized by a physician/healthcare provider. It is the parent/guardian's responsibility to notify the school when there is a change in treatment regimen.*

School _____

Student Name _____ Date of Birth _____ Grade _____

Parent/Guardian Signature _____ Phone # _____ Date: _____

PART II TO BE COMPLETED BY PHYSICIAN/PROVIDER

This section is to be completed by the physician when specific nurse/trained personnel expertise is needed to administer medications and/or treatments to students within the school day. When applicable, a review of this order will be conducted by the Individualized Education Plan (IEP) team for determination of support and services to be provided to this student.

Diagnosis:	Allergies:
☐ G-Tube G-Tube Type: _____ Size: _____ FR Length: _____ cm Balloon Volume: _____ mL ☐ Oral feeds tolerated ☐ Nothing by mouth ☐ Not accessed during school hours Type(s) of oral feeds tolerated: _____ Tube feeding formula: _____ Feeding amount: _____ Delivered via: ☐ Pump _____ mL/hr ☐ Gravity Frequency: _____ Water flush: _____ mL Frequency: _____ If G-Tube becomes dislodged and student is receiving services of trained one to one nurse, nurse may replace G-Tube: ☐ Yes ☐ No Specify Instructions: _____	Ostomy Care Instructions: _____ Catheterization: ☐ Indwelling ☐ Suprapubic ☐ Condom ☐ Mitrofanoff ☐ Straight ☐ Urostomy Catheter Size: _____ Frequency: _____

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

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

Physician's Name (Print) _____ Physician's Signature _____

Physician's Telephone # _____ Physician's Fax # _____

Date Completed _____

Revised June 2020

ATTACHMENT M

HEALTHCARE FORMS

BROWARD COUNTY PUBLIC SCHOOLS
Coordinated Student Health Services

Monthly Summary Log for Mental Health Related Clinic Visits

School Name:_____ Month:_____ Year:_____

Mental Health related clinic visits	# of events
Students who exhibit the following signs/symptoms: (Choose all that apply)	
Sadness	
Tearfulness/Crying	
Fatigue/Tiredness	
Irritability/Outbursts	
Restlessness (rocking back and forth, nail biting)	
Helplessness/Hopelessness	
Loss of Interest-In School/Friends/Activities	
Wetting His/her Self	
Change in appetite/Weight Gain or Loss	
Shortness of Breath (unexplained)	
Shakiness	
Low Self Esteem	
Trouble Sleeping	
Unexplained pain (Stomachache, Headache, Back pain, Muscle aches, Etc.)	
Palpations/Chest Pain	
Difficulty Concentrating	
Thoughts of Harming Self or Others	
Other	
Referrals (Social Worker/School Counselor, Mental Health)	
Baker Acts	
Total Student visits for the month	

_____
Signature RN/LPN/HST

Please return to Coordianted Student Health Services by the 5th of every month

1/2022

ATTACHMENT M

HEALTHCARE FORMS

School Monthly Data Collection Form

School: ☐ Basic ☐ Comprehensive ☐ Full Service

Month/Year:

Description	HMC	PC	#
Pediculosus or Scabies screening, new	0571	34	
Pediculosus or Scabies screening, repeat	0571	34	
Pediculosus or Scabies screening, completed	0571	34	
Student evaluation/intervention by a para-professional	4000	34	
Student encounter by an LPN	4050	34	
Physical activity referral	4700	34	
RN nursing assessment / counseling	5000	34	
RN nursing assessment / counseling postpartum	5024	34	
Medication Administration	5030	34	
First Aid Administration	5031	34	
Complex Medical Procedures	5032	34	
Immunization Follow-Up	5033	34	
Counsultation with School Health staff / parent	5051	34	
ESE staffing / screening	5052	34	
Student Heatlh Care Plan developed	5053	34	
Licensed Social Worker intervention	6030	34	
Paraprofessional follow /up	6500	34	
Health education, number of classes given	8020	34	
Health education, number of participants	8020	34	
Child specific training of school staff by RN	8080	34	

***Note section above is not by grade level *** Grade level is only for screenings

Prepared by:

Name/Title | Agency

Signed | Date

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20___- 20___

Allergies:_____
Allergens/Triggers of Anaphylaxis: _____

Student's Name: _____ DOB: _____ Age: ____ Grade:_____
Parent/Guardian: _____ Contact #: _____
Emergency Contact/Relationship: _____ Contact #: _____
Name of Healthcare Provider: _____ Contact #:_____

In Case of EMERGENCY Call 911

Anaphylaxis / Allergy, please check all that apply:

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Medication/ Treatment Authorization: **Yes_____ No_____** Student has medication in school: **Yes_____ No_____** Previous episode of Anaphylaxis/Allergy and describe incident: N/A: ☐ _____ _____ _____ Symptoms of student's allergic response (check and circle those that apply): N/A: ☐ ❑ Itching or swelling of the mouth, lips, tongue, face, or extremities. ❑ Cough, tightness in throat, difficulty swallowing, wheezing, shortness of breath, difficulty breathing. ❑ Increased heart rate, weak pulse, dizziness, feeling faint. ❑ Skin redness, itchy hives/rash, pain at site of exposure. ❑ Nausea, vomiting, abdominal cramps, diarrhea. Student is able to recognize risk factors for onset of anaphylaxis. **Yes _____ No_____**	❑ Potential for severe allergic reaction or life threatening episode. ❑ Potential for mild allergic response. ❑ Knowledge Deficit related to disease process.	❑ Student will maintain optimum health and safety necessary for learning. ❑ Student and staff will understand the disease process of anaphylaxis/allergies and emergency interventions.	❑ Student will be educated on potential allergy signs and symptoms and response plan. ❑ Staff will be educated on the signs and symptoms of the anaphylaxis/allergic response. ❑ Staff will be educated on allergens and substances that can cause anaphylaxis or allergic response and ways to avoid allergens. ❑ Staff will be educated on emergency procedures for anaphylaxis/allergy. ❑ Student will have an Emergency Care Plan in place for anaphylaxis/allergy that is reviewed with staff/family. ❑ Staff will be educated on use of Epinephrine auto-injector.	❑ All substances causing anaphylaxis/allergy will be avoided and student will have an incident free learning experience. ❑ Staff will understand the emergency procedures and demonstrate competency regarding use of the Epinephrine and/or Antihistamine. ❑Student will participate in collaboration which facilitates optimum health and safety necessary for learning. ❑ Staff will understand the early stages of anaphylaxis/allergy and follow protocol to treat.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____
❑ Special Area Teacher(s) _____ Date: _____
❑ Administration _____ Date: _____
❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____ ❑ ECP Completed

RN Name: _____ RN Signature: _____ Date: _____

DOH-Broward N/62 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Emergency Care Plan

School Year 20__ - 20__

Allergies:_____

Student's Name: _____ DOB:_____ Age:_____ Grade: _____
Parent/Guardian: _____ Contact #: _____
Emergency Contact/Relationship: _____ Contact #: _____
Healthcare Provider: _____ Contact #: _____

Diabetes – Hyperglycemia

Causes of Hyperglycemia	Notify school nurse or trained personnel as soon as you observe symptoms. **Call 911** for emergencies.
➢ Too little insulin or other glucose lowering medication ➢ Too much food intake ➢ Decreased physical activity ➢ Illness, infection and or injury or emotional stress ➢ Insulin Pump malfunction	

Signs and symptoms of hyperglycemia may include any/all of these:

	Emergency Symptoms
• Increased thirst and/or dry mouth • Frequent or increased urination • Change in appetite, nausea, or vomiting • Blurry vision • Fatigue, lethargy • Other:_____	• Dry mouth, extreme thirst, and dehydration • Nausea and vomiting • Severe abdominal pain • Fruity breath • Heavy breathing or shortness of breath • Chest pain • Increasing sleepiness or lethargy • Depressed level of consciousness

Ongoing Evaluation and Care for Hyperglycemia	Actions for Treating Hyperglycemia
➢ Recheck blood glucose every 1-2 hours to determine if it is decreasing to target range of _____-_____mg/dL. ➢ Check urine or blood for ketones if blood glucose levels are greater then: _____mg/dL. ➢ If student uses a pump, check to see if pump is connected properly and functioning. ➢ Review student's medication administration, food and liquid intake and activity for the last 24 hours. ➢ Give extra water or non-sugary drinks (no fruit juices). ➢ Allow free and unrestricted access to the restroom. ➢ Restrict participation in physical activity. ➢ Notify parents/guardians if no improvement and if ketones are present.	➢ Notify School Nurse or Trained Personnel as soon as you observe symptoms. ➢ Check blood glucose level. The ideal target range for this student is _____ - _____mg/dL. ➢ Give student water to drink (nothing with sugar/fructose). **Hyperglycemia Emergency** ➢ If student does not respond to treatment and blood glucose is still above target range and is displaying any of the following: extreme thirst, nausea and/or vomiting, severe abdominal pain, weak or depressed level of consciousness: ▪ *Call 911* ▪ Notify parents/guardian ▪ Notify Healthcare Provider ▪ Stay with student until Emergency Medical Services arrives

❑ **No medication provided by parent/guardian.** ❑ ECP distributed to staff on a need to know basis.

Reviewed with parent/guardian: Name: _____ Date: _____

Trained Personnel/Date: _____ / _____ Trained Personnel/Date: _____ / _____

RN Name: _____ RN Signature: _____ Date: _____

DOH-Broward N/63 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Emergency Care Plan

School Year 20__ - 20__

Allergies: _____

Student's Name: _____ DOB: _____ Age: _____ Grade: _____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Healthcare Provider: _____ Contact #: _____

Diabetes – Hypoglycemia

Causes of Hypoglycemia

- Too much insulin
- Missing or delaying meals or snacks
- Not eating enough foods (carbohydrates)
- Getting intense or unplanned physical activity
- Being ill, particularly with gastrointestinal illness

- **Call 911 for emergencies**
- Does the student have **Glucagon** ordered by Healthcare Provider?
  ❑Yes ❑No, If yes, location of Glucagon: _____
- Does the student have snacks?
  ❑Yes ❑No, If yes, location of snacks: _____

Never leave a student with a low blood sugar alone. Notify School Nurse or trained personnel. Treat the low blood sugar on the spot. The onset of Hypoglycemia happens quickly and may progress rapidly.

Signs and Symptoms of Hypoglycemia may include any/all of these:

Mild to Moderate	Severe
• Shaky or jittery • Pale or sweaty • Thirsty and/or hungry • Headache, blurry vision • Dizzy, lightheaded, or disoriented • Change in behavior, irritable, nervous or combative • Weak, sleepy, or lethargic • Argumentative or combative • ❑ Other: _____	• Inability to eat or drink • Unconscious • Unresponsive • Seizure activity or convulsions (jerking movements) • Other: _____

Treatment for Mild to Moderate Hypoglycemia

- Provide quick acting glucose (sugar) equal to _____grams of carbohydrates. Examples include:
  - 4 glucose tablets
  - 1 tube of glucose gel
  - 4 ounces of fruit juice (not reduced sugar)
  - 4-6 ounces of soda (not reduced sugar)
- Wait 15 minutes.
- Recheck blood glucose level.
- Repeat first step if less than _____mg/dL.
- Contact parents/guardians.
- Once blood glucose returns to normal, check blood glucose 1 hour later and provide additional source of carbohydrate as needed.

Treatment for Severe Hypoglycemia

- While treating, have another person **CALL 911**
- Position the student on his or her side.
- Do not attempt to give anything by mouth.
- Administer **Glucagon** injection as ordered by the Healthcare Provider.
- Contact parents/guardians.
- Stay with student until Emergency Medical Services arrive.
- Nurse will notify student's Healthcare Provider

❑ **No medication provided by parent/guardian.**

❑ ECP distributed to staff on a need to know basis.

Reviewed with parent/guardian: Name: _____ Date: _____

Trained Personnel/Date: _____ / _____ Trained Personnel/Date: _____ / _____

RN name: _____ RN signature: _____ Date: _____

DOH-Broward N/64 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan
School Year 20___- 20___

Allergies: _____

Student's Name: _____ DOB:_____ Age: _____ Grade: _____

Parent/Guardian: _____ Contact #:_____

Emergency Contact/Relationship: _____ Contact #:_____

Name of Healthcare Provider: _____ Contact #:_____

In Case of EMERGENCY Call 911

SEIZURE DISORDER, please check all that apply:

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Medication Orders from Physician: **Yes_____ No_____** Self Carry Order: **Yes_____ No _____** Medication to be administered by: **Staff: _____** **Student: _____** ❑ Student has history of seizure disorder. Last episode (date and duration), triggers and description of seizure: _____	Based on seizure history: ❑ Risk of injury related to seizure activity. ❑ Potential for aspiration related to seizure activity. ❑ Importance of compliance with meds. ❑ Decreased self-esteem related to chronic illness.	❑ Train staff to identify and respond to seizure. ❑ Prevent injury during seizure. ❑ Prevent aspiration during seizure. ❑ Student receives medication as ordered by Healthcare Provider to reduce risk of seizure activity. ❑Student will have increased knowledge base of disease process regarding prevention of seizure with medication compliance and recognizing the onset of a seizure to prevent injury.	❑ Train staff to protect, support and prevent injury. ❑ Position child on his/her side to prevent aspiration. Call for help. ❑ Maintain compliance with medications as ordered by Healthcare Provider. ❑ Increased self esteem by providing education and support for student to talk about issues related to illness.	❑ Student will not experience seizure. ❑ Staff will be well trained to provide care and support to the student. ❑ Staff will identify seizure and follow ECP and call for help. ❑ If a seizure occurs the student will not experience injury or aspirate during the seizure.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____ ❑ ECP Completed

RN Name: _____ RN Signature: _____ Date: _____

DOH-Broward N/66 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Emergency Care Plan

School Year 20__ - 20__

Allergies:_____

Student's Name: _____ DOB:_____ Age:_____ Grade: _____
Parent/Guardian: _____ Contact #: _____
Emergency Contact/Relationship: _____ Contact #: _____
Healthcare Provider: _____ Contact #: _____

Seizure Disorder

Basic Seizure First Aid

If you see this:	Do this:
Symptoms of a seizure episode may include any or all of these. • Temporary confusion, staring spell • Convulsion lasting longer than ____ minutes • Uncontrollable jerking movements of the arms and legs • Loss of consciousness or awareness • Pale, clammy, nail beds pale/bluish gray in color • Rapid heart rate or changes in breathing patterns • Other symptoms: _____ _____	• Stay calm, begin timing seizure, remove bystanders • Keep self and student safe, remove objects, do not restrain, protect head • Keep airway clear, turn on side if possible, don't put objects in mouth • Stay with student until recovered from seizure • Time, observe, record what happens

Seizure Emergency Action Steps

- **Call 911:** Inform EMS that you have a Seizure Emergency.
- Follow Basic Seizure Fist Aid steps as listed above
- Notify School Nurse or Trained Personnel (see below).
- Notify parent/guardian or emergency contact
- Administer medication as ordered.

☐ **No medication provided. Call 911 for emergencies.**

Location of medication: ❑Clinic ❑Classroom ❑Self carries

- Medication :_____
- Dose: _____
- Route:_____
- When to Administer: _____

❑ Other instructions:_____

❑ **No medication provided by parent/guardian.** ❑ ECP distributed to staff on a need to know basis.

Reviewed with parent/guardian: Name: _____ Date: _____

Trained Personnel/Date: _____ / _____ Trained Personnel/Date: _____ / _____

RN Name: _____ RN Signature: _____ Date: _____

DOH-Broward N-67 (Rev.09/2020)

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan
School Year 20___- 20___

Allergies: _____

Student's Name: _____ DOB: _____ Age: _____ Grade: _____
Parent/Guardian: _____ Contact #: _____
Emergency Contact/Relationship: _____ Contact #: _____
Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

DIABETES, please check all that apply:

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
❑ Diabetes Medication/Treatment Management Plan is current. (DMMP) • **Type 1:** ____ • **Type 2:** ____ ❑ Insulin to be given during school? **Yes**____ **No**_____ Insulin pen: _____ Insulin injection: _____ Insulin pump: _____ ❑ Insulin to be administered by: **Staff**___ **Student**___ ❑ Other medication: _____ ❑ Glucagon kit In Health Room: _____ With student: _____ Not provided: _____ ❑ Blood Sugar to be Checked by: **Staff:** _____ **Student:** _____ Target range:___-___mg/dL ❑ Student is able to recognize risk factors for onset of elevated or low blood sugar. **Yes** _____ **No**____	❑ Risk for injury related to development of acute complications of hypoglycemia or hyperglycemia. ❑ Knowledge deficit related to disease process and emergency interventions related to hypoglycemia and hyperglycemia.	❑ Student will maintain a normal blood glucose level throughout the school day as per target range on DMMP. ❑ Student will notify staff/nurse if displaying signs and symptoms of hypoglycemia and hyperglycemia. ❑ Student will learn and practice self-management skills including blood glucose monitoring, carbohydrate counting, and insulin administration. ❑ Staff will recognize signs/symptoms of hypoglycemia/hyperglycemia and verbalize understanding of emergency intervention in accordance to the Emergency Care Plan.	❑ Nurse will reinforce diabetes education as per DMMP and will include education on: blood glucose monitoring, carbohydrate counting, and insulin administration. ❑ Nurse will educate staff on recognizing signs and symptoms of hypoglycemia and hyperglycemia and how to provide the appropriate response to the situation. ❑ Nurse will educate and train staff on the administration of Glucagon injection, in the event of severe hypoglycemia.	❑ Student will be an active participant in diabetes regimen. ❑ Staff and student will show proficiency operating the blood glucose meter, insulin pump, and insulin administration. ❑ Staff and student will understand signs and symptoms and intervention for hypoglycemia and hyperglycemia. ❑ Staff will understand how and when to administer glucagon.

Name and date of staff members instructed: ❑ 504 plan completed

❑ Classroom Teacher(s) _____ Date: _____
❑ Special Area Teacher(s) _____ Date: _____
❑ Administration _____ Date: _____
❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____ ❑ ECP Completed

RN Name: _____ RN Signature: _____ Date: _____

DOH-Broward N/71 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20___- 20___

Allergies:_____

Student's Name: _____ DOB:_____Age: ____ Grade:_____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Name of Healthcare Provider: _____Contact #:_____

In Case of EMERGENCY Call 911

CARDIAC DISORDER, please check all that apply

Assessment Data	Nursing Diagnosis	Goal	Nursing Intervention	Expected Outcome
❑ Name of cardiac disorder/procedure. _____ _____ ❑ Student has Medication/Treatment Authorization from physician. Yes _____No_____ ❑ Cardiac signs and symptoms student may present with: _____ _____ _____ _____ ❑ Student has restricted physical activity orders from physician. Yes _____ No_____ ❑ Student is able to recognize risk factors related to disease process. Yes____ No_____ ❑Other: _____ _____ _____	❑ Potential for sudden cardiac incident. ❑ Potential for alteration in comfort /pain, related to cardiac disorder. ❑ Knowledge deficit related to disease process. .	❑ Student will not experience any cardiac related episodes. ❑ Safety measures will be practiced by staff/student to decrease risk of cardiac episode. ❑ Student will have an absence of cardiac related symptoms or inform staff if pain or other symptoms are present. ❑ Staff and student will verbalize understanding of cardiac disorder, risk factors and treat episodes promptly and adequately.	❑ Staff will be educated on how to treat cardiac episodes as adequately and promptly as possible. ❑ Staff will be educated to administer medications per physician orders. ❑ Staff will be educated to modify student's activity if ordered or needed. ❑ Student will have an emergency care plan in place. ❑ Staff will be educated on interventions as ordered by the physician, (if any), the basics of the cardiac disorder and injury prevention measures.	❑ All cardiac episodes will be treated as adequately and promptly as possible. ❑ Staff will understand medication/treatment process. ❑ Student will have an incident free learning experience. ❑ Staff and student will understand the disease process.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____ ❑ ECP Completed

RN Name: _____RN Signature: _____ Date: _____

DOH-Broward N/72 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Florida HEALTH Broward County

Emergency Care Plan

School Year 20__ - 20__

Allergies:_____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Healthcare Provider: _____ Contact #: _____

Cardiac Disorder

Observe for:	Does student complain of:
Circle all that apply • Dizzy spell, Fatigue or tiredness • Difficulty breathing • Changes in breathing pattern • Changes in heart rate • Holding chest/arms/neck • Inconsolable crying • Skin: Cool/clammy, pale/bluish appearance of skin • Decreased level of consciousness • Other symptoms: _____	**Circle all that apply** • Feeling dizzy • Chest pain (pressure, squeezing) • Persistent feeling of indigestion not relieved by positioning • Difficulty breathing • Weakness • Feeling anxious • Feeling that heart is beating too fast/pounding/fluttering • Other:

Emergency Action Steps

If you see any of the signs/symptoms above, place student in a comfortable position, reassure and calm the student. Never leave student unattended. Observe signs/symptoms and vital signs. If symptoms become worse:

- **Call 911** Inform Emergency Medical Services (EMS) that you have a Cardiac Emergency.
- Notify School Nurse, Trained Personnel Staff, School Administration, and parent/guardian immediately.
- Administer medication as ordered.

  Medication:_____ **Dose:**_____

  Route:_____ **When to Administer:** _____

  Location of medication: ❑Clinic ❑Classroom

- ❑ Other instructions:_____

❑ **No medication provided by parent/guardian.** ❑ ECP distributed to staff on a need to know basis.

Reviewed with parent/guardian: Name: _____ Date: _____

Trained Personnel/Date: _____ / _____ Trained Personnel/Date: _____ / _____

RN Name: _____ RN Signature: _____ Date: _____

DOH-Broward N/75 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Florida HEALTH Broward County

Student Assessment Check List

School Year 20___- 20___

Allergies:_____

Student's Name: _____DOB:_____Age:___ Grade: _____

Parent/Guardian: _____ Contact #: _____

Guidelines for Student Planning

- Individual Healthcare Plan (IHP) will be developed for students with a significant chronic disease and/or health problem.
- Emergency Care Plan (ECP) will be developed for students with a potential risk of emergency.

Indications: Students with any of (but not limited to) the following condition(s) may need an IHP. **Please check all that apply.**	**Assessment Checklist:** Does health problem require any of the following? **Please check all that apply.**
❑ Allergies ❑ Anaphylaxis ❑ Diabetes ❑ Asthma ❑ Seizure Disorder ❑ ADHD ❑ Autism ❑ Eating Disorder ❑ Blood Disorder ❑ Cardiac Disorder ❑ Respiratory Disorder ❑ Psycho/Social Issues ❑ Lupus ❑Other_____ _____	Is the student currently taking medication? Y__ N__ If Y, list the medications (include prescribed, over-the-counter, herbal and other remedies) and the condition for which the student takes the medication: _____ _____ _____ _____
Explain any check mark and give age of onset or diagnosis: _____ _____ _____ _____	❑ Medication and authorization order from a healthcare provider ❑ Specific training of school personnel ❑ Special diet ❑ Change in school environment ❑ Added safety measures ❑ Activity restriction in school ❑ Self-care assistance Comments: _____ _____ _____ _____
Pertinent Health History (surgeries, hospitalizations): _____ _____ _____ _____	

❑ Student needs IHP only ❑ Student needs IHP and ECP ❑ No plan required at this time

Information received from (name):_____ Relationship: _____

RN Name: _____RN Signature: _____ Date: _____

DOH-Broward N-88 (Rev.09/2020)

ATTACHMENT M

HEALTHCARE FORMS

Emergency Care Plan

School Year 20___ - 20___

Allergies:_____

Student's Name: _____DOB:_____Age: _____Grade: _____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

Asthma, please check all that apply:

Asthma Triggers

- ❑ Exercise ❑ Stress ❑ Dust
- ❑ Pollen ❑ Smoke ❑ Mold
- ❑ Air pollution ❑ Animal hair/fur ❑ Change in Temp
- ❑ Seasonal Allergies
- ❑ Foods_____
- ❑ Other_____

Symptoms of an Asthma Episode may include any/all of these:

Changes in breathing: Coughing, Wheezing, Breathing through mouth, Shortness of breath.

Verbal reports of: Chest tightness, Doesn't feel well, Speaks quietly, Cannot catch breath, Dry mouth, Nauseous.

Appears: Anxious, Pale, Sweating, Fatigued, Shoulders hunched over, Difficulty walking and/or talking, Lips or fingernails are gray or blue.

Asthma Emergency Action Steps

The severity of symptoms can change quickly. It is important that treatment is given immediately in the order that places the student's safety first.

- Stop activity immediately. Stay with student at all times.
- Stay calm. Help student assume a comfortable position.
- Notify School Nurse or Trained Personnel (see below). Call parent or guardian (listed above).
- Administer quick relief medication as ordered: (see below)
- Observe for relief of symptoms.
- Time, observe, and record what happens (note symptoms, over all appearance, skin color, respiratory rate and pattern of breathing).
- **If symptoms don't improve, Call 911**- Inform Emergency Medical Services that you have an Asthma Emergency.

RESCUE MEDICATION ORDERED: S

- Metered Dose Inhaler (*name*):_____
  ❑ 1 puff ❑ 2 puffs ❑ ____ puffs, Every _____ hours:
  ❑ as needed ❑ before activity ❑ other: _____
- With Spacer? ❑ Yes ❑ No

- **Location of Inhaler**:
  ❑ Clinic ❑ On Student ❑ Classroom ❑ Other: _____

- **Location of Nebulizer Solution and machine**:
  ❑ Clinic ❑ On Student ❑ Classroom ❑ Other: _____

- Nebulizer Solution (*name*): _____
- Dose: _____ mg/ _____ ml, 1 vial every _____ hours:
  ❑ as needed ❑ before activity ❑ other: _____

❑ No rescue medication at school: Parent/guardian made aware that student is to be picked up if displaying asthma symptoms.
If symptoms worsen, 911 will be called.

❑ **No medication provided by parent/guardian.**

❑ ECP distributed to staff on a need to know basis.

Reviewed with parent/guardian: Name: _____ Date: _____

Trained Personnel/Date: _____ / _____Trained Personnel/Date: _____ / _____

RN Name: _____RN Signature: _____ Date: _____

DOH-Broward N/91 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20___- 20___

Allergies: _____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

ASTHMA, please check all that apply:

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
❑ Medication/ Treatment Authorization or Asthma Action Plan from Healthcare Provider: **Yes___ No___** ❑ Self Carry Order: **Yes___ No ____** ❑ Medication to be administered by: **Staff: _____ Student: _____** ❑ Assess student ability to self-manage and self-administer medication	❑ Risk for Ineffective Airway Clearance. ❑ Anxiety related to disease process. ❑ Knowledge deficit related to disease process and treatment of condition. ❑ Risk for ineffective airway clearance R/T inflammation and spasm of bronchial tubes. ❑Risk for impaired gas exchange R/T inflamed, narrowed airways.	❑ Avoid asthma and or allergy triggers. ❑ Provide and evaluate medication as ordered on Medication Authorization. ❑ Student/staff will learn to identify early warning signs of symptoms of asthma episode. ❑ Student will learn to utilize calming techniques. ❑ School staff will identify early warning signs of respiratory distress.	❑ School staff/School nurse will implement the Emergency Care Plan. ❑ Teachers and staff will be trained on recognizing signs and symptoms of Asthma and how/when to respond. ❑ Provide emotional support. ❑ Coach student to use relaxation techniques.	❑ Student's safety is maintained. ❑ Asthma medication is delivered efficiently and effectively. ❑ School/clinic staff are able to identify early warning s/s of respiratory distress and verbalize when to call 911 for asthma episode that does not respond to treatment. ❑ Student is able to demonstrate relaxation techniques to maintain calm affect.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____ ❑ ECP Completed

RN Name: _____RN Signature: _____ Date: _____

DOH-Broward N-92 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__ - 20__

Allergies:_____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

HEADACHE / MIGRAINE, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Medication/ Treatment Authorization. ❑ Yes ❑ No Medication Administration: ❑ At home ❑ At school Triggers: (check all that may apply) ❑ Light ❑ Noise ❑ Missing a meal ❑ Weather changes ❑ Allergies ❑ Stress ❑ Lack of sleep ❑Other: _____ Characteristics: (check all that may apply) ❑ Throbbing pain ❑ Light sensitivity ❑ Sound sensitivity ❑ Nausea ❑ Vomiting ❑Other: _____	❑ Acute pain related to vasodilation of cerebral vessels. ❑ Altered role performance related to pain. ❑ Impaired sense of comfort related to headache/ migraine. ❑ Dehydration related to inadequate fluid intake. ❑ Anxiety related to disease process. ❑ Knowledge deficit related to disease process.	❑ Medication will be administered as ordered. Pain will be reduced / resolved. ❑ Student will remain adequately hydrated. ❑ Student will identify causes that may lead to headaches. ❑ Student will have fewer documented headaches.	❑ Encourage school staff and student to follow treatment plan as ordered by Healthcare Provider. ❑ Educate student to stay hydrated and avoid trigger(s) that might cause headaches. ❑ Staff is educated on medication administration and possible side effects.	❑ Student will remain pain free. ❑ Student will remain adequately hydrated. ❑ Student will feel calm / relaxed. ❑ Medication is safely administered without concerns.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N/93 (09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__ - 20__.

Allergies:_____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

ACTIVITY INTOLERANCE, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
❑ Student has Medication/Treatment Authorization: Yes: ____ No: ____ ❑ Medication administered by: Staff: _____ Student: _____ ❑ Student is able to recognize signs/symptoms when fatigue is developing.	❑ Activity intolerance related to disease process: _____ _____ _____ ❑ Knowledge deficit related to disease process. ❑ Decreased self-esteem related to inability to participate in activities of daily living and social activities of friends/family. ❑ Knowledge deficit of staff in regards to student's disease process. ❑ Student will maintain adequate nutrition.	❑ Student will have absence of symptoms of fatigue. ❑ Student will be able to participate in daily and social activities. ❑ Staff and student will understand disease process and interventions. ❑ Student will have adequate nutrition.	❑ Educate student in energy conserving techniques. ❑ Assess emotional and psychosocial factors affecting current situation/disease process. ❑ Assess student response to activity; difficulty breathing, chest pain, excessive fatigue, diaphoresis, dizziness. ❑ Staff is educated on medication administration and possible side effects. ❑ Encourage rest when possible.	❑ Student is able to identify techniques to improve activity tolerance. ❑ Student able to participate in desired activities. ❑ Student reports improved self-esteem.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N-95 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School year 20__ - 20__

Allergies:_____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

IMPAIRED SKIN INTEGRITY, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
❑ Student has Medication/Treatment authorization. Yes____ No____ ❑ Medication administered by Staff____ Student____ ❑ Student is able to recognize factors that may lead to further irritation of skin. Yes____ No____	❑ Impaired skin integrity related to: _____ _____ _____ ❑ Knowledge deficit related to issue.	❑ Medication will be administered as ordered. ❑ Student's skin will remain intact and free from infection. ❑ Staff will identify causes that may lead to skin irritation. ❑ Student and parent/guardian will identify causes that may lead to skin irritation.	❑ Staff/student will monitor skin for signs of irritation/infection. ❑ Staff will be educated on medication administration and possible side effects. ❑ Student/staff will be educated on the importance of hand washing. ❑ Student/staff will be educated on risks that may lead to skin irritation, i.e. sun exposure, certain soaps etc.	❑ Student's skin will remain intact and free from infection. ❑ Staff will understand medication administration process. ❑ Medication will be administered as ordered and tolerated well.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N-96 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__ - 20__

Florida HEALTH Broward County

Allergies:_____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

AUTISM, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Medication/Treatment Authorization: Yes_____ No_____ Medication orders from physician: Yes _____ No _____ ❑ Difficulty in adjusting to change in routine. ❑Other:	❑ Isolation related to abnormal sensory input. Processing limited language. Lack of understanding. ❑ Anxiety or fear, related to limited cognitive knowledge and abnormal sensory input. ❑ Special Instructions from Healthcare provider:	❑ Help student communicate his/her need. ❑ Student will be able to adapt to changes with minimal anxiety. ❑ Other:	❑ Support student's efforts to interact with others positively. ❑ Collaborate with staff to inform student before changes are to occur, substitute teacher, fire drills, field trips. ❑ Other:	❑ Student communicates needs to staff, peers and caretakers. ❑ Student adjusts to changes in routine as needed. ❑ Other:

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N/104 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__ - 20__

Florida HEALTH Broward County

Allergies: _____

Student's Name: _____ DOB: _____ Age: _____ Grade: _____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

SICKLE CELL ANEMIA, please check all that apply

Assessment Data	Nursing Diagnosis	Goal	Nursing Intervention	Expected Outcome
Medication orders from physician. ❑ Yes ❑ No *If yes, list medication ordered:* _____ Restricted physical activity orders from Physician. ❑ Yes ❑ No Staff able to recognize risk factors for onset of sickle cell crisis. ❑ Yes ❑ No Other:_____ _____ _____ _____ _____	❑ Risk for alteration in comfort /pain, related to vaso-occlusive events associated with sickle cell disease. ❑ Risk for infection related to chronic disease. ❑ Knowledge deficit related to disease process.	❑ Student will have an absence of pain or inform staff if pain is present. ❑ Improve and maintain good pain management during occurrence of sickle cell events at school. ❑ Student will attain and maintain adequate hydration. ❑ Student will not develop an infection. ❑ Student and staff will verbalize understanding of sickle-cell, risk factors for crisis and how to minimize and intervene.	❑ Modify activity if needed. ❑ *NO ICE OR ICE PACKS* ❑ Administer pain medication per medication authorization. Monitor effectiveness. ❑ Encourage increased fluid intake. ❑ Educate school staff and student on factors that precipitate pain response. ❑ Instruct student to avoid physical exertion and emotional stress. ❑ Educate staff and student regarding the basics of sickle-cell disease, crisis avoidance and interventions.	❑ Staff and student are able to recognize and treat pain response appropriately. ❑ Incidents of pain are reduced. ❑ Student is infection free. ❑ Student and staff are more aware of disease process.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN Signature: _____ Date: _____

DOH-Broward N/105 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__ - 20__

Florida HEALTH Broward County

Allergies: _____

Student's Name: _____ DOB: _____ Age: _____ Grade: _____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

CANCER, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
❑ Student has Medication/Treatment Authorization: Yes: ____ No: ____ ❑ Medication administered by: Staff: _____ Student: _____ ❑ Comfort and pain. ❑ Activity tolerance. ❑ Signs and symptoms of infection (vary according to the type of cancer): • Redness • Swelling • Purulent discharge • Increased pain	❑ Activity intolerance related to disease process: _____ _____ ❑ Chronic and/or acute pain ❑ Knowledge deficit related to disease process. ❑ Knowledge deficit of staff in regard to student's disease process. ❑ Risk of infection due to medication treatment and PIC line.	❑ Student will perform activities within limitations. ❑ Student will manage discomfort and pain. ❑ Student will have increased knowledge of condition. ❑ Staff and student will understand disease process and interventions. ❑ Prevent infection.	❑ Educate student in energy conserving techniques. ❑ Medication management i.e. administers meds according to prescribed authorization and or protocol. ❑ Assess emotional and psychosocial factors affecting current situation/disease process. ❑ Staff is educated on medication administration and possible side effects. ❑ Assess student signs and symptoms of infection, elevated temp, any redness or swelling.	❑ Student is able to identify techniques to improve activity tolerance. ❑ Student pain is minimized or absent. ❑ Student able to participate in desired activities. ❑ Student reports improved self-esteem. ❑ Student measures and identifies what can be done to prevent or reduce risk of infection.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N/106 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Emergency Care Plan

School Year 20__ - 20__.

Allergies:_____

Student's Name: _____ DOB: _____ Age: ____ Grade:_____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Name of Healthcare Provider: _____ Contact #:_____

In Case of EMERGENCY Call 911

CYSTIC FIBROSIS, please check all that apply

If you see this:	Do this:
❑ Coughing ❑ Shortness of breath ❑ Excessive sweating ❑ Fatigue or tiredness ❑ Difficulty breathing ❑ Changes in breathing pattern ❑ Pale/bluish appearance of skin ❑ Stomach cramps/pain ❑ Other: _____	❑ Encourage hydration - helps to thin secretions. ❑ Encourage rest, limit activity (Sitting up is usually more comfortable). ❑ Administer medication(s) as per Medication Authorization. ❑ Allow snack if recommended by healthcare provider/parent. ❑ Allow to use bathroom as needed. ❑ Other:_____ _____

Emergency Action Steps

- Stop activity immediately. Stay with student at all times.
- Stay calm. Help student assume a comfortable position.
- Call 911- Inform EMS that you have a Respiratory Emergency for a student with Cystic Fibrosis. They will ask the student's name, age, physical symptoms, and what medications he/she takes daily and what has been given for this event (Medication Authorization form).
- Notify School Nurse or Trained Personnel (see below). Call parent or guardian (listed above).
- Administer medication as ordered:_____
- Medication stored: ❑ Health room ❑Self carries ❑ Other: _____
- Time to be Administered: _____
- Other instructions:_____

❑ **No medication provided by parent/guardian.** ❑ ECP distributed to staff on a need to know basis.

Reviewed with parent/guardian: Name: _____ Date: _____

Trained Personnel/Date: _____ / _____ Trained Personnel/Date: _____ / _____

RN name: _____ RN signature: _____ Date: _____

DOH-Broward N/114 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed.

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__- 20__

Allergies:_____

Student's Name: _____ DOB:_____Age:_____

Parent/Guardian: _____ Contact #: _____

Secondary Emergency Contact/Relationship: _____ Contact #: _____

Name of Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

BLEEDING DISORDER, please check all that apply

Assessment Data	Nursing Diagnosis	Goal	Nursing Intervention	Expected Outcome
❑ Name of bleeding disorder: _____ _____ _____ _____ ❑ Student has Medication/Treatment Authorization from physician. Yes _____No_____ ❑ Student has restricted physical activity orders from physician. Yes _____ No_____ ❑ Student is able to recognize risk factors related to disease process. Yes_____ No_____ ❑Other:_____ _____	❑ Potential for bleeding (spontaneously or from injury). ❑ Potential for alteration in comfort /pain, related to issues associated with the bleeding disorder. ❑ Knowledge deficit related to disease process.	❑ Student will not experience injuries and bleeding episodes will be prevented. ❑ Safety measures will be practiced by staff/student to decrease risk of injury or bleeding episode. ❑ Student will have an absence of pain or inform staff if pain is present. ❑ Staff and student will verbalize understanding of bleeding disorder, risk factors and treat episodes promptly and adequately.	❑ Staff will treat all injuries or bleeding episodes as adequately and promptly as possible. ❑ Staff will be educated to administer medications per physician orders. ❑ Staff will be educated to modify student's activity if ordered or needed. ❑ Student will have an emergency care plan in place. ❑ Staff will be educated on interventions as ordered by the physician (if any), the basics of the bleeding disorder and injury prevention measures.	❑ All injuries or bleeding episodes will be treated as adequately and promptly as possible. ❑ Staff will understand medication/treatment process. ❑ Student will have an incident free learning experience. ❑ Staff and student will understand the disease process. ❑ Staff and student will understand the importance of universal precautions.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N/ 117 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__ - 20__.

Allergies:_____

Student's Name: _____ DOB: _____ Age: ____ Grade:_____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Name of Healthcare Provider: _____ Contact #:_____

In Case of EMERGENCY Call 911

GASTROINTESTINAL DISORDERS, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Medication/Treatment authorization. Yes____ No____ Medication administered by: ❑Staff ❑Student Student is able to recognize factors that may lead to symptoms of gastrointestinal upset. Yes____ No____	❑ Nutritional needs are less than body requirements related to inadequate intake due to GI discomfort. ❑ Impaired sense of comfort due to pain associated with inflammation of gastric mucosa. ❑ Dehydration related to inadequate fluid intake related to GI discomfort, vomiting or diarrhea. ❑ Anxiety related to disease process. ❑ Knowledge deficit related to disease process.	❑ Nutritional deficiencies are resolved. ❑ Medication will be administered as ordered. Pain will be reduced/resolved. ❑ Student will remain adequately hydrated. ❑ Student will identify causes that may lead to GI upset. ❑ Student will have an absence of GI symptoms. ❑ Student/staff will understand disease process.	❑ Follow nursing intervention as ordered by Healthcare Provider. ❑ Educate student to eat smaller more frequent meals and advise to refrain from eating foods that may lead to GI upset. ❑ Staff is educated on medication administration and possible side effects. ❑ Staff will monitor for signs of dehydration: •Increased thirst •Dry mouth •Tired or sleepy •Urine is more yellowish than normal •Headache •Dry skin •Dizziness ❑ Staff / student will be educated on signs / symptoms related to disease process.	❑ Student will remain at adequate weight. ❑ Student will remain pain free. ❑ Student will remain adequately hydrated. ❑ Student will feel calm/relaxed. ❑ Student/staff will understand the disease process. ❑ Staff will understand medication administration process.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N/118 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__ - 20__

Florida HEALTH Broward County

Allergies:_____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

Diagnosis: _____

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Medication/Treatment Authorization. Yes_____ No_____ Medication orders from physician. Yes_____ No _____ *If yes, list medication ordered:* _____				

Name and date of staff members instructed:

- ❑ Classroom Teacher(s) _____ Date: _____
- ❑ Special Area Teacher(s) _____ Date: _____
- ❑ Administration _____ Date: _____
- ❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N/119 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Healthcare Plan

School Year 20___ - 20 ___

Allergies: _____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

ADD/ADHD, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Medication/Treatment Authorization: Yes_____ No_____ Medication orders from physician: Yes _____ No _____ **Alteration in learning.** ❑ Inability to consistently process input. ❑ Lack of attention skills/short span. ❑ Easily distracted shortened ability to concentrate or selectively focus. ❑ Decreased ability to exert mental effort. **Alteration in behavior and or social skills.** ❑ Poor family relationship. ❑ Poor peer relationship. ❑ Inability to follow classroom rules. ❑ Impulsive. ❑ Aggressive. ❑ Lacks self-control.	❑ Impaired learning process. ❑ Impaired behavior skills.	❑ Student will demonstrate ability to utilize thinking, focusing, concentrating to the best of his/her ability. ❑ Student will demonstrate increased acceptance of self and experience fewer negative encounters. ❑ Student will be compliant with medication regime.	❑ Staff will be aware of decreased coping skills but will also at the same time reinforce positive skills shown. ❑ Staff is educated on medication administration and possible side effects. ❑ Administer medication as prescribed and according to school policy and procedure. ❑ Assess the student regularly for side effects of prescribed medications. ❑ Collaborate with student, parent/guardians, teachers, and other school staff to develop a plan for maintaining academic progress and achievement through special education services or 504 accommodations.	❑ Student will have a productive learning experience throughout the year. ❑ Student will show positive improvement throughout the year. ❑ Medication is safely administered without concerns.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N-124 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Healthcare Plan
20__ - 20 __

Allergies: _____

Student's Name: _____ DOB: _____ Age: _____ Grade: _____

Parent/Guardian: _____ Contact #: _____

Emergency Contact/Relationship: _____ Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

Anxiety, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Mediation/Treatment Authorization. ❑Yes ❑No Medication Administered: ❑At home ❑At school ❑ Student is able to recognize signs and or symptoms of anxiety attack. ❑ Student has anxiety when: _____ _____ _____ _____	❑ Anxiety related to: _____ _____ ❑ Knowledge deficit related to disease process. Symptoms that may be observed: ❑ Feelings of panic, fear, or uneasiness ❑Problems sleeping ❑Cold or sweaty hands and/or feet ❑Shortness of breath ❑Heart palpitations ❑An inability to be still and calm ❑Dry mouth ❑Numbness or tingling in the hands or feet	❑ Student will have absence of symptoms of anxiety attack. ❑ Student and staff will understand causes that may lead to anxiety episode. ❑ Student will be compliant with medication regime.	❑ Encourage coping strategies that may have been used during previous episodes. ❑ Student and staff will be educated on signs/symptoms related to anxiety. ❑ Encourage a quiet/comfortable environment and encourage relaxation techniques. ❑ Administer medication as prescribed and according to school policy and procedure.	❑ Student is able to recognize start of symptoms and implement relaxation techniques. ❑ Student will demonstrate positive coping mechanisms. E.g.: exercise, deep breathing ❑ Student will demonstrate a decreased anxiety level and decreased number of anxiety attacks. ❑ Anxiety medication is delivered efficiently and effectively.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N-125 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Healthcare Plan
20__ - 20 __

Florida HEALTH Broward County

Allergies:_____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

Bipolar disorder, please check all that apply

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Mediation/Treatment Authorization: ❑ Yes ❑ No Medication Administration: ❑ At home ❑ At school Behavior changes: ❑ Headache ❑ Sleep changes ❑ Mood swings ❑ Bored ❑ Lonely ❑ Anxiety ❑ Low self esteem ❑ Rapid pace of speech ❑ Increased energy ❑ Delusions of grandeur ❑ Other: _____ _____	❑ Ineffective coping related to emotional pain, altered self-concept and or altered self-care. ❑ Special Instructions by Healthcare Provider: _____ _____	❑ Student feels understood, accepted and supported with less anxiety and/or depression. ❑ Student will follow plan of care in accordance with Healthcare Provider	❑ Encourage an atmosphere of acceptance. ❑ Encourage student to identify own strengths and abilities. ❑ Help student explore possible solution to depression /anxiety by asking open ended questions. ❑ Be calm and reassuring. ❑ Educate/advise student regarding medication compliance according with Healthcare provider. ❑ School Healthcare staff will notify parents/ healthcare provider of any changes.	❑ Student verbalizes sense of control. ❑ Student adheres to prescribed therapy. ❑ Other: _____ _____ _____

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N-139 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

Individual Health Care Plan

School Year 20__ - 20__

Allergies:_____

Student's Name: _____ DOB: _____ Age: _____ Grade:_____

Parent/Guardian: _____Contact #: _____

Emergency Contact/Relationship: _____Contact #: _____

Healthcare Provider: _____ Contact #: _____

In Case of EMERGENCY Call 911

Systemic Lupus Erythematosus (SLE), please check all that apply

SLE is an autoimmune disorder that can affect the skin, joints, kidneys, brain, and other organs.

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
Student has Medication/Treatment Authorization: Yes ____No____ Medication Administration: ☐ At home _____ ☐ At school _____ Restricted physical activity orders from Physician. Yes ____ No____	☐ Acute pain related to joint or peripheral nerve inflammation or dysfunction as evidenced by: • Facial grimace • Guarding on motion of affected joints • Moaning or other pain-associated sounds • Verbalizes complaint of joint pain or stiffness	☐ Student will be absent of pain symptoms. ☐Student will follow plan of care in accordance with Healthcare Provider. ☐Student will be compliant with medication regime.	☐ Assess student's level and quality of pain ☐ Assess for signs of joint inflammation (warmth, redness, swelling) or decreased motion. ☐ Assess the impact of pain or stiffness on the student's ability to perform ☐ Encourage student to pace all activity and to allow for adequate rest ☐ Educate/advise student regarding medication compliance according to Healthcare provider. ☐ Notify parents/guardian and healthcare provider of any changes.	☐ Reduce number and frequency of flares ☐ Student will report relief of pain and discomfort ☐ Student adheres to prescribed therapy. ☐ Student demonstrates increased knowledge regarding the disease ☐ Student will be absent of complications.

Name and date of staff members instructed:

❑ Classroom Teacher(s) _____ Date: _____

❑ Special Area Teacher(s) _____ Date: _____

❑ Administration _____ Date: _____

❑ Support Staff _____ Date: _____

Reviewed with parent/guardian: Name: _____ Date: _____

RN Name: _____ RN signature: _____ Date: _____

DOH-Broward N-146 (Rev.09/2020) This plan is in effect for the current school year and summer school as needed

ATTACHMENT M

HEALTHCARE FORMS

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

School: _____ **Date:** _____

Agency/SBBC: _____ **Health Room Personnel:** _____

Health Room Personnel Credentials: RN____ LPN ____ HST ____

No. Hours/Day _____

Administrative Issues	Yes	No	N/A
Standardized health room log used (no notes or individually identifiable health information). Paper or electronic			
Health treatment protocols for management of chronic and complex conditions and emergency procedures are readily available (Emergency Manual, School Health Administrative Resource Manual and SharePoint)			
Administrative protocols and references are available			
Core Monitoring posters are located in the clinic AND office			
Policy for reporting and documenting medical errors is present			
Medication Administration (s. 1006.062,F.S.; Ch. 64B9-14, F.A.C)	**Yes**	**No**	**N/A**
School District Medication Policy available onsite			
2-Unlicensed Assistive Personnel (UAP) are designated by school administrator AND are physically on-site			
• Medication Administration Course is completed and certificate on file in the clinic (every two years)			
• Names of trained UAP are in the Clinic Communication Binder			
• Skills Checklists for medications given at specific school is completed annually for each UAP. Child-specific.			
Parental Permission (signature) is on file for each medication authorization			
Documentation of counting medication (initial AND refills) when received			
Medications stored in original container with original pharmacy label, label is not expired			
Medications are stored in a locked cabinet or locked in refrigerator (or lock box)			
OTC medication is labeled with the student's name, not expired			
Expired medications are stored in a labeled container in a separate locked cabinet			

ATTACHMENT M

HEALTHCARE FORMS

Parent notified of expired medication. Sent expired medication along with the Medication Removal Form to Risk Management that have been not removed by the parent.			
Individualized student medication record in use. Paper or electronic.			
Please list the procedure to identify no-show students _____			
Emergency Preparedness (CH 64F-6.004, F.A.C.)	**Yes**	**No**	**N/A**
Student emergency health information records are readily available to staff			
Procedure to report accidents and injuries in use			
Current CPR/First Aid/AED certification (health room and two additional school staff) and current certification copies available in communication binder			
Names/phone numbers of persons certified in CPR/First Aid AED posted on the 911 emergency poster (printed in color) throughout school (in clinic, cafeteria, and gym, at minimum)			
First Aid supplies and emergency equipment available and not expired.			
AED unit is properly maintained with documentation bi-weekly			
Health Room			
An area is designated as the health room and maintained in an orderly fashion			
Clinic passes are utilized to document care given in the clinic			
Completed passes are stored in locked cabinet/drawer			
PCG-Electronic Health Record in use for documentation			
Nurse is able to observe students while in health room			
Biohazard infectious waste bag (red bag) is present			
• Contents removed by Safety department, if present, every 30 days			
Refrigerator thermometer is present			
Refrigerator temperature log documentation completed daily			
No personal food in refrigerator			
Chronic Health	**Yes**	**No**	**N/A**
Current health roster available in Medication Administration Records (MAR) Binder			
Documentation of health roster follow up present on student assessment form available in Medication Administration Records (MAR) Binder			
Care Plans developed, signed by RN, and placed in Medication Administration Records (MAR) Binder			
Insulin pen (cartridge)/vial marked with date of first use and replaced every 28-days			
Health Screenings	**Yes**	**No**	**N/A**
System in place to track failed health screenings			

ATTACHMENT M

HEALTHCARE FORMS

Health screening tracking form in communication binder			
Heiken referrals sent to parents of students who fail vision screening			
Nurse participates in follow up process			
Immunizations	**Yes**	**No**	**N/A**
Immunization compliance list available in communication binder			
Nurse collaborates with school IMT regarding students who are out of compliance (sending letters out)			
Trainings	**Yes**	**No**	**N/A**
Identify students who have current Emergency Medication: Epi-Pen, Glucagon, Asthma medication or Diastat medication authorization on file in the clinic			
Emergency Care plans completed, distributed to teachers, and staff educated on a need-to-know basis			

Comments:

Clinic Reviewed By (Please Print): _____

Signature: _____ ☐ RN ☐ Nursing Supervisor ☐ CSHS

ATTACHMENT M

HEALTHCARE FORMS

BROWARD County Public Schools

COORDINATED STUDENT HEALTH SERVICES DEPARTMENT

PARENT/GUARDIAN CONSENT FOR SCHOOL HEALTH SERVICES

- The Parent/Guardian Consent for School Health Services Form is required for each student every school year.
- When necessary, emergency health services such as first aid, cardiopulmonary resuscitation (CPR) or the use of an automated external defibrillator (AED) will be performed until emergency medical services arrive on campus.
- Additional parent/guardian authorizations are required each school year for the school clinic staff or school staff to administer daily or as-needed prescribed or over-the-counter medications, conduct medical procedures, or provide medical treatment.
- Additional parental/guardian written consent is required every school year for the optional COVID-19 In School Testing Program and the Dental Sealant Program.

THIS FORM MUST BE COMPLETED AND RETURNED TO THE INFORMATION MANAGEMENT TECHNICIAN (IMT) AT YOUR CHILD'S ASSIGNED SCHOOL IF YOU CONSENT AND WISH FOR YOUR CHILD TO RECEIVE ANY OF THE SCHOOL HEALTH SERVICES LISTED BELOW.

Print/Type all Information Requested

Student Information:

Last Name	Middle Name	First Name	Student Birth Date	Male ☐ Female ☐

Street Address	Apartment #	City	State	Zip Code

Parent/Guardian Information:

Last Name	Middle Name	First Name	Relationship to Student (Parent or guardian)

Street Address	Apartment #	City	State	Zip Code

Home Phone Number	Work Phone Number	Cell Phone Number	Notes:

Indicate which services you give consent to and would like your child to receive at school with an "x" in the appropriate check box.

	Yes	No
Care and treatment for illness and injury	☐	☐
Vision screening	☐	☐
Hearing screening	☐	☐
Growth and development screening (body mass index)	☐	☐

Parent/Guardian (PRINT)	Parent/Guardian (SIGNATURE)	Date

Student's Name (PRINT)	Student's (SIGNATURE)	Date

Revised 07/19/2022

ATTACHMENT M

HEALTHCARE FORMS

Staff Diabetes Skills/Training Checklist

Person trained: _____ Position: _____ Date: _____

If one or more items are checked as "no", it is recommended that more in-depth preparation is needed before delegation.
Mark N/A if training is not applicable.

Urine Ketone Testing	Demo Date	Return Demo Date	Return Demo Date	Return Demo Date
States name and purpose of procedure				
Identify Supplies: 1. Urine ketone test strip (in vial or foil wrapper) 2. Urine collection cup 3. Disposable exam gloves				
Steps: 1. Ask the student to collect a urine sample in a cup. 2. Don the exam gloves and dip the test pad on the end of a test strip into the urine sample, shake off excess, and allow the strip to react for the recommended time. 3. At the end of the time interval, compare the test pad to the ketone color chart on the side of the bottle or card. 4. Record the ketone test result as negative, trace, small, moderate, or large. 5. If ketones test positive, refer to IHCP for corrective action and notification. 6. Discard the test strip, gloves, and remainder of sample appropriately 7. Wash hands.				

_____ _____ _____
Instructor / Reviewer Signature Position Date

ATTACHMENT M

HEALTHCARE FORMS

Staff Diabetes Skills/Training Checklist

Person trained: _____ Position: _____ Date: _____

If one or more items are checked as "no", it is recommended that more in-depth preparation is needed before delegation.
Mark N/A if training is not applicable.

Glucose Meter	Demo Date	Return Demo Date	Return Demo Date	Return Demo Date
States name and purpose of procedure				
Identify Supplies: 1. Glucose meter 2. Test strips 3. Lancing device or lance 4. Cotton ball, tissue, band aid 5. Disposable exam gloves 6. Blood glucose log and pen/pencil 7. Sharps container				
Steps: 1. Wash hands and put on gloves. 2. Follow meter-specific procedure: a. Match code # of test strips to that in the meter. b. Select site for blood glucose sampling, preferably the side of the student's finger. c. Obtain the sample using the designated lancing device and universal precautions. d. Dose the test strip appropriately. e. Offer the student a cotton ball, tissue and/or band aid as needed. f. Discard the lancet in sharps container. 3. Remove and discard gloves into a designated container, and wash hands. 4. Verify the blood sugar results on the machine's display window. 5. Write the result on the blood glucose log with date and time. 6. Notify personnel as appropriate. 7. Confirm appropriate action per IHCP. If blood sugar is over the target, determine how long since the student's last carbohydrate intake/insulin dose before determining corrective action. (If less than 2 hours, giving additional insulin should be done only per IHCP or with direct order from diabetes care provider.) 8. Sanitize the machine in accordance with manufactures specifications.				

_____ _____ _____
Instructor / Reviewer Signature Position Date

ATTACHMENT M

HEALTHCARE FORMS

Staff Diabetes Skills/Training Checklist

Person trained: _____ Position: _____ Date: _____

If one or more items are checked as "no", it is recommended that more in-depth preparation is needed before delegation.
Mark N/A if training is not applicable.

Calculating Insulin Bolus dose based on Carbohydrate Intake	Demo Date	Return Demo Date	Return Demo Date	Return Demo Date
States name and purpose of procedure				
IdentifySupplies: 1. Carbohydrate Table (1 serving = 15 Gm of fruit, starch, or milk group) 2. Paper and pen/pencil 3. Calculator(optional)				
Steps: 1. Describe the time when bolus insulin is usually given. 2. Verify the student's insulin: carbohydrate ratio. 3. Correctly identify the number of grams of carbohydrateintake. 4. Demonstrate the correct calculation of the insulin dose.				

Determining Insulin dose for correction of High Blood Glucose based on Carbohydrate Intake	Demo Date	Return Demo Date	Return Demo Date	Return Demo Date
States name and purpose of procedure				
IdentifySupplies: 1. Carbohydrate Table (1 serving = 15 Gm of fruit, starch, or milk group) 2. Paper and pencil/pen 3. Calculator (optional)				
Steps: 1. Describe the time when bolus insulin is usually given. 2. Verify the student's insulin: carbohydrate ratio. 3. Correctly identify the number of grams of carbohydrateintake. 4. Demonstrate the correct calculation of the insulin dose.				

_____ _____ _____
Instructor / Reviewer Signature Position Date

ATTACHMENT M

HEALTHCARE FORMS

Florida HEALTH Broward County

Staff Diabetes Skills/Training Checklist

Person trained: _____ Position: _____ Date: _____

If one or more items are checked as "no", it is recommended that more in-depth preparation is needed before delegation.
Mark N/A if training is not applicable.

Determining Insulin Dose for Correction of High Blood Glucose based on Correction Formula or "Sliding Scale"	Demo Date	Return Demo Date	Return Demo Date	Return Demo Date
States name and purpose of procedure				
Identify Supplies: 1. High blood glucose correction formula or "sliding scale" from provider 2. Paper and pen/pencil 3. Calculator (optional)				
Steps: 1. Confirm that it has been at least 2 hours since the student's last carbohydrate intake or insulin dose before giving insulin. 2. If using "sliding scale": find the blood sugar range containing the student's current blood sugar and prescribed insulin dose, if any. 3. If using correction formula: correctly calculate the insulin dose needed to correct the current blood sugar. 4. If appropriate for student, add correction dose to bolus for carbohydrate to be eaten, determining total amount to be given as one injection.				

_____ _____ _____
Instructor / Reviewer Signature Position Date

ATTACHMENT M

HEALTHCARE FORMS

Staff Diabetes Skills/Training Checklist

Person trained: _____ Position: _____ Date: _____

If one or more items are checked as "no", it is recommended that more in-depth preparation is needed before delegation.
Mark N/A if training is not applicable.

Insulin Pen	Demo Date	Return Demo Date	Return Demo Date	Return Demo Date
States name and purpose of procedure				
IdentifySupplies: 1. Insulin pen with cartridge or disposable pre-filled pen as provided 2. Pen needles 3. Alcohol wipes 4. Needle remover				
Steps: 1. Verify the correct dose per physician order. 2. Check expiration date and date first used. 3. If NPH, 75/25, 70/30 are being given, gently rock the pen back and forth 3-4 times to mix the insulin before injection. 4. Wipe rubber diaphragm with alcohol and attach pen needle. 5. Perform an "air shot" of 2 units before dialing in desired insulin dose. (If pen or cartridge is new, may require 6-8 units to obtain a steady stream of insulin). 6. Verify the number dialed into the window of the pen. 7. Select and prepare the injection site, based on planned site rotation and in accordance of the DMMP or local policy. 8. Administer the injection using a 90^{0} angle. Leave the needle in for 6+ seconds after the push button is fully depressed. 9. Remove the pen needle using the needle remover and discard in appropriate container. 10. Write the number on the date log. 11. Notify personnel as appropriate. 12. Confirm appropriate action per IHCP. 13. Store the pen in use at room temperature. 14. Replace the pen when empty or when it has reached the time limit specified by the manufacture.				

_____ _____ _____
Instructor / Reviewer Signature Position Date

ATTACHMENT M

HEALTHCARE FORMS

Staff Diabetes Skills/Training Checklist

Person trained: _____ Position: _____ Date: _____

If one or more items are checked as "no", it is recommended that more in-depth preparation is needed before delegation.
Mark N/A if training is not applicable.

Glucagon	Demo Date	Return Demo Date	Return Demo Date	Return Demo Date
States name and purpose of procedure				
Identify Supplies: 1. Glucagon emergency kit 2. Alcohol wipes				
Steps: 1. Instruct helper to call 911. (If alone, call 911 first, and then proceed.) 2. Check for expiration date on kit. 3. Check for glucagon dose, ½ or 1 mg. (marked clearly on kit). 4. Remove the flip-top seal from the glucagon vial. 5. Remove the needle cover from the syringe and inject the entire contents into the vial. 6. Shake the vial gently until the solution is clear. 7. Draw up the glucagon into the syringe, hold the needle upright, tap, and push out air. 8. Prepare the site with alcohol (if quickly available). 9. Insert the needle into the appropriate site (buttock, arm, or thigh) at 90^0 angle and inject the glucagon. 10. Return the used syringe temporarily to red/orange box until it can be properly discarded. 11. Keep the student positioned on their side in case of vomiting, staying with the student until EMS arrives. 12. Notify parent/personnel/provider as appropriate. 13. Confirm other appropriate action per IHCP.				

_____ _____ _____
Instructor / Reviewer Signature Position Date

ATTACHMENT M

HEALTHCARE FORMS

Student Diabetes skills/teaching checklist

Student's Name: _____ DOB: _____

Teaching Content	Nurse Review/ Demonstration Date and initial	Student Review/ Return Demonstration Date and initial	Level of Student Understanding U= Understands P= Partial Understanding D= Does Not Understand	Level of Student Performance I= Independent S= Supervision D= Dependent
Diabetes and the Disease Process				
Blood Glucose: ❑ How to test ❑ When to test				
Insulin Admin: ❑ Syringe ❑ Pen ❑ Pump				
Hyperglycemia				
Hypoglycemia				
Physical Activity/ Exercise				
❑ Nutrition ❑ Carbohydrate Counting				
Glucagon injection administration				
Aware of general risk of infection				

Comment: _____

_____

_____

_____

_____

Instructor's name: _____ Signature _____ Date: _____

DOH-Broward N-111 12/16

ATTACHMENT M
HEALTHCARE FORMS

Training Sign-in

School: _____ Date: _____ Time: _____

Topic/Procedure: _____

General health condition training ❑ Student specific training ❑

Student/s name/s: _____

NAME (Please Print)	SIGNATURE	JOB TITLE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Copy of registration form provided to each participant: ❑ Yes ❑ No
Trained Participant's name noted on IHP/ECP: ❑ Yes ❑ No

RN Name: _____ (Print) RN Signature: _____

DOH-Broward N-127 02/17

ATTACHMENT N
Diabetes Medication/Treatment Authorization Forms

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEALTH SERVICES
Phone 754-321-1575 Fax 754-321-1692

Diabetes Medication/Treatment Authorization Form

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

School Name: _____ Grade_____ Homeroom _____

CONTACT INFORMATION

Parent/Guardian #1: _____ Phone Number_____

Parent/Guardian #2: _____ Phone Number_____

Emergency Contact:_____Relationship:_____Phone Number: _____

Physician/Healthcare Providers:_____Phone Number_____Fax Number _____

Date of Diagnosis: _____ **Diabetes** ☐ Type 1 ☐ Type 2

BLOOD GLUCOSE MONITORING: At school: ☐ Yes ☐ No Type of Meter _____

Student has been trained by Healthcare Professional ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No Independent ☐

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

Place to be performed: ☐ Clinic/Health Room ☐ Classroom ☐ Other **Bus, Field Trips and Day Trips**

CONTINUOUS BLOOD GLUCOSE MONITOR (CGM) ☐ Yes ☐ No Brand/model_____

Alarms set for ☐ High_____ ☐ Low_____ ☐ Ok to use CGM result for insulin coverage

☐ Recheck CGM result if blood sugar is greater than_____ or less than _____ *Note: **Only confirm CGM results with finger stick if ordered by healthcare provider.*

Target range for blood glucose (if applicable) _____mg/dL to _____mg/dL ☐ N/A

INSULIN ADMINISTRATION DURING SCHOOL: ☐ Yes ☐ No

Student has been trained by Healthcare Professional ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No Independent ☐ Yes ☐ No

Insulin Delivery: ☐ Syringe/Vial ☐ Pen ☐ Pump (If pump worn, use "Student With Insulin Pump" section")

☐ InPen (student may self-carry) Ok to use InPen for insulin coverage ☐ Yes ☐ No

Standard daily insulin at school: ☐ Yes ☐ No Type:_____ Dose:_____ Time to be given:_____

Mealtime: Insulin/Carbohydrate Ratio + Blood Glucose Correction OR Sliding Scale = Total Insulin dose

Insulin/Carbohydrate Ratio Insulin: ☐ Humalog ☐ Novolog ☐ Apidra ☐ Fiasp ☐ Admelog ☐ Other _____

☐ Breakfast_____# unit(s) per _____grams of carbohydrates

☐ Lunch_____#unit(s) per _____grams of carbohydrates

☐ Snacks_____#unit(s) per _____ grams of carbohydrates

☐ Dinner_____#unit(s) per _____grams of carbohydrates

Ex: 1. I/CR is 1 unit of Insulin per 15 grams of carbs. Total meal carbs are 60 grams. 60 ÷ 15= **4 units of Insulin**

2. **Blood Glucose Correction** Ex: 200 - 150= 50. 50 ÷ 50 = **1 unit**

3. ** **Total Insulin Dose is 5 units for the meal** **

Blood Glucose Correction: Blood Glucose Minus_____ Divided by _____ Equals # Unit (s) Of Insulin

This form is in effect for all school related activities including field trips. Field trips that extend outside of normal school hours will require a revision form be completed and signed by the healthcare provider. Please do not edit or remove information from original format per Broward County Public Schools.
Revised May 2022

ATTACHMENT N
Diabetes Medication/Treatment Authorization Forms

Correction dose of Insulin for High Blood Glucose: (***OUTSIDE OF MEALTIMES***) ☐Yes ☐No

BLOOD GLUCOSE MINUS _____ DIVIDED BY ___ EQUALS # UNIT(S) OF INSULIN

OR

Sliding Scale

Blood sugar:_____**to**_____ **Insulin Dose**_____

Blood sugar:_____**to**_____ **Insulin Dose**_____

Blood sugar:_____**to**_____ **Insulin Dose**_____

Blood sugar:_____**to**_____ **Insulin Dose**_____

Insulin correction dose for blood glucose greater than_____ mg/dl and at least_____hours since last insulin dose.

****If a blood sugar correction is administered _____ hour(s) prior to lunch only administer insulin to cover carbohydrates****

If the insulin dose is 0.5 should insulin dose be rounded: ☐Up OR ☐ Down to the nearest whole number?

Example: Insulin calculated dose is 4.5 units, should trained personnel round down to 4 or up to 5?

STUDENT WITH INSULIN PUMP

Brand/Model of pump:_____ Type of infusion set:_____

Type of insulin in pump:_____ Basal rates during school: _____

Student to receive insulin bolus for carbohydrate intake _____ prior to mealtime

Student's self-care pump skills:	Independent?	Student's self-care pump skills:	Independent?
Count carbohydrates	☐ Yes ☐ No	Disconnect pump	☐ Yes ☐ No
Bolus correct amount for carbohydrates consumed	☐ Yes ☐ No	Reconnect pump to infusion set	☐ Yes ☐ No
Calculate and administer correction bolus	☐ Yes ☐ No	Prepare reservoir and tubing	☐ Yes ☐ No
Calculate and set a temporary basal rate	☐ Yes ☐ No	Insert infusion set	☐ Yes ☐ No
Change batteries	☐ Yes ☐ No	Troubleshooting alarms and malfunctions	☐ Yes ☐ No

****For pump failure please refer to insulin administration orders and call parents****

Comments/Special Instructions:

_____

Please fax log to Dr. _____at Fax:_____at the end of each ☐weekly ☐monthly.

Thank You!

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Revised May 2022

ATTACHMENT N
Diabetes Medication/Treatment Authorization Forms

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEALTH SERVICES
Phone 754-321-1575 Fax 754-321-1692

DIABETES EMERGENCY CARE PLAN

LOW BLOOD SUGAR (HYPOGLYCEMIA)	
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	**DO THESE:**
Change in personality, behavior Pallor Weak, shaky or dizzy including staggering walk Tired, drowsy or fatigue Headache Rapid heart rate Nausea, vomiting or loss of appetite Clammy or sweating Blurred vision Inattention or confusion Slurred speech Loss of consciousness/seizures	Check blood glucose level **If blood glucose level below 70** • Give 15 grams of carbohydrates such as 3-4 glucose tablets, 4 ounces of juice or glucose gel • Recheck blood glucose 15 minutes after treatment • Repeat above treatment if blood glucose has not increased by 15 points • If blood glucose is not above **70 mg** after second treatment **NOTIFY PARENT AND CALL 911 IF STUDENT IS SYMPTOMATIC** • Follow treatment with snack of 15-20 grams of complex carbohydrates **IF** more than 1 hour till next meal/snack or if going to an activity (i.e. P.E. or recess) • Child should not exercise if blood glucose level is **BELOW 70mg/dL**
IF CHILD IS UNCONSCIOUS OR HAVING A SEIZURE	**CALL 911 IMMEDIATELY AND NOTIFY PARENT/GUARDIAN** Glucagon administration by trained personnel only (if ordered and provided by parent): Route: ☐ SQ ☐ IM ☐ Intranasal Dose: ☐ 1/2 mg ☐ 1mg ☐ 3mg **OR** Glucose gel 1 tube may be administered inside cheek and massaged from outside while waiting for help to arrive or during administration of Glucagon **Student should be turned on his/her side and maintained in the "recovery" position until fully awake.**
HIGH BLOOD SUGAR (HYPERGYLCEMIA)	
IF STUDENT EXHIBITS ANY OF THE FOLLOWING:	**DO THESE:**
Increased thirst, urination, appetite **Tired/drowsy** **Blurred vision** **Warm, dry, or flushed skin** **Nausea/Vomiting**	**If blood glucose is between 250 mg/dL and 300mg/dl** • **Drink 8-16 ounces of water as tolerated** • **Administer insulin as ordered** • **Check ketones if ordered** • **Blood sugar should be repeated after 30-60 minutes to ensure downward trend** • **If student Is asymptomatic, contact parent (as requested) and continue to monitor as per healthcare provider orders.** **If blood glucose is above 300 mg/dL ALSO:** • **Check urine ketones (If ketones are present, CALL PARENT IMMEDIATELY)** • **Administer insulin as ordered** • **If student exhibits nausea, vomiting, stomachache, lethargy, or any other abnormal symptoms contact parent/healthcare provider Immediately.** • **If student is asymptomatic and NO ketones are present student may return to class** • **Continue to monitor as per healthcare providers orders**

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

1._____ 2._____

3._____ 4._____

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PHYSICIAN AUTHORIZATION:

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

_____ _____ _____
Physician's Name (PLEASE PRINT/STAMP) **Signature** **Date**

Address:_____ **Telephone:**_____

Fax:_____

PARENT/ GUARDIAN PERMISSION: I understand that:

- This *Diabetes Medication/Treatment Authorization Form* is valid for one full year from the date signed by the healthcare provider.
- Any changes in the medication, dosage, or frequency of treatment will require a signed *Diabetes Medication/Treatment Revision Form* to be completed by healthcare provider
- Medications/equipment must be in original container and labeled to match healthcare provider order for use in school
- The parent/guardian is responsible for providing medication(s) and supplies as needed
- The parent will utilize the posted lunch menu to guide meal planning and carbohydrate counting with student

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

Parent/Guardian Signature: _____ **Date:**_____

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COORDINATED STUDENT HEALTH SERVICES
Phone 754-321-1575 Fax 754-321-1692
Diabetes Medication/Treatment Authorization Form

Revision Form ☐ Dose change ☐ Field trip

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

School Name: _____ School Number: _____ School Fax: _____

Parent(s) Name and Contact Information: _____

INSULIN ADMINISTRATION DURING SCHOOL: ☐ Yes ☐ No

Student has been trained by Healthcare Professional ☐ Yes ☐ No Needs supervision: ☐ Yes ☐ No Independent ☐

Insulin Delivery: ☐ Syringe/Vial ☐ Pen ☐ Pump (If pump worn, use "Insulin Pump Medication/Treatment Plan")

☐ InPen Ok to use InPen for insulin coverage ☐ Yes ☐ No

Standard daily long-acting insulin: ☐ Yes ☐ No Type: _____ Dose: _____ Time to be given: _____

Insulin/Carbohydrate Ratio + Blood Glucose Correction OR sliding scale = Total Insulin dose

Insulin/Carbohydrate ratio: Insulin: ☐ Humalog ☐ Novolog ☐ Apidra ☐ Other _____

☐ Breakfast _____ # unit(s) per _____ grams of carbohydrates

☐ Lunch _____ #unit(s) per _____ grams of carbohydrates

☐ Snacks _____ #unit(s) per _____ grams of carbohydrates

☐ Dinner _____ #unit(s) per _____ grams of carbohydrates

Blood Glucose Correction:

BLOOD GLUCOSE MINUS _____ DIVIDED BY _____ EQUALS # UNIT(S) OF INSULIN OR

Sliding Scale

Blood sugar: _____ to _____ **Insulin Dose** _____

Blood sugar: _____ to _____ **Insulin Dose** _____

Blood sugar: _____ to _____ **Insulin Dose** _____

Blood sugar: _____ to _____ **Insulin Dose** _____

Correction dose of Insulin for High Blood Glucose: ☐ Yes ☐ No **(***OUTSIDE OF MEALTIMES***)**

Blood Glucose Correction

BLOOD GLUCOSE MINUS _____ DIVIDED BY _____ EQUALS # UNIT(S) OF INSULIN

Insulin correction dose for blood glucose greater than _____ mg/dl and at least _____ hours since last insulin dose.

PHYSICIAN AUTHORIZATION:

_____ _____ _____
Physician's Name (PLEASE PRINT / STAMP) **Signature** **Date**

Address: **Telephone:** **Fax:**

Parent Name: **Parent Signature:** **Date**

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COORDINATED STUDENT HEALTH SERVICES
Phone 754-321-1575 Fax 754-321-1692

Student Name: _____ Date: _____

Parent/Guardian Responsibilities:
Parents must notify school prior to enrollment, upon student's return to school and upon new diagnosis of diabetes. Parents should:

- Provide Diabetes Medication/Treatment Authorization Form completed and signed by BOTH healthcare provider and parent/guardian (_care cannot be administered unless forms are completed and signed)
- Provide a signed copy of the Diabetes Medication/Treatment Revision Form if diabetes management changes
- Understand that NO parent verbal orders will be accepted
- Provide multiple emergency phone numbers where someone can always be reached
- Provide amount of carbohydrates in snack and lunch if provided from home (specify carbohydrates for EACH item)
- Provide all supplies related to care including but not limited to: blood glucose meter with extra batteries, test strips, lancets, insulin syringes, insulin, ketone sticks, glucose tablets, glucose gel for low blood sugars and Glucagon if ordered by a healthcare provider (parent will pick child up from school if blood glucose level is greater than 300mg/dl and no ketone sticks are available)
- Participate in initiation of 504 Plan or Individualized Education Plan (IEP) for appropriate accommodations
- **If student utilizes an insulin pump the parent should also:**
  - Provide supplies including an extra infusion set, reservoir, extra pump batteries and backup insulin vials with syringes
  - Act as the pump resource for troubleshooting
- Sign a Medical release form to authorize school healthcare personnel to communicate with healthcare provider

School Responsibilities:
The school must notify Coordinated Student Health Services with anticipated date student is to attend school and fax Diabetes Medication/Treatment Authorization Form and Health Service Request form to 754-321-1692. The school will be responsible to provide the student with the following:

- Train for school staff who will be in direct contact with student during the school day
- Provide 504 Plan or Individualized Education Plan (IEP) information to parent/guardian
- Provide private area to test blood glucose levels, administer insulin and store supplies
- Train staff to assist student as needed with blood glucose testing, insulin administration and provide treatment for blood glucose levels outside the target range as determined by healthcare provider
- Train staff to administer Glucagon if provided by parent/guardian as per healthcare provider's orders
- Provide healthcare personnel to accompany student on field trips to provide necessary to assist in diabetes management
- Allow student access to snacks in classroom and on the bus as provided by parent/guardian
- Allow student access to water and bathroom as needed
- Adhere to Federal Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPPA) guidelines by respecting the students' rights to confidentiality and privacy.

Parent/Guardian Signature	Date	Healthcare Personnel Signature	Date

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The School Board of Broward County, Florida
Coordinated Student Health Services
Phone 754-321-1575 Fax 754-321-1692

PARENT/GUARDIAN ACCOUNTABILITY
DIABETES CHECKLIST

___ Provide current Diabetes Medication/Treatment Authorization Forms signed by healthcare provider and parent/guardian (even if student is independent in diabetes management and doesn't require provision of care by school healthcare personnel)

___ Provide school healthcare personnel with Diabetes Medication/Treatment Revision Forms whenever changes are made in the student's management of diabetes

___ Request/participate in meetings to initiate and update student's 504 Plan or Individualized Education Health plan (IEP)

___ Provide emergency contact information (multiple emergency contact phone numbers are strongly recommended)

___ Provide school healthcare personnel with ALL diabetic supplies' student requires to manage their diabetes at the beginning of the school year and throughout the school year as requested by the school healthcare personnel. Supplies may include but are not limited to a glucometer with extra batteries, test strips, lancets, alcohol swabs, ketone strips, insulin vials and syringes or insulin pen and glucose tablets/snacks for management of low blood sugar

___Provide (if applicable) extra insulin pump supplies which may include reservoirs, infusion sets, insulin, and backup batteries

___Act as pump resource for pump troubleshooting and/or pump malfunctions

Student Name: _____ Grade: _____ Date: _____

Parent/Guardian Name: _____ Parent/Guardian Signature: _____

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COORDINATED STUDENT HEALTH SERVICES
Phone 754-321-1575 Fax 754-321-1692

DIABETES MANAGEMENT IN SCHOOLS

All students with diabetes should fall under one of the following three categories for diabetes management determined by the healthcare provider and documented on the Diabetes Medication/Treatment Authorization form:

Dependent (D)
School healthcare personnel is responsible for all the student's management including:
- Blood glucose checks
- Calculation of insulin dose based on sliding scale and grams of carbohydrates consumed
- Insulin administration via syringe or pump
- Glucagon administration
- Ketone testing
- Management of hypoglycemia and hyperglycemia

Supervised (S)
School healthcare personnel is supervising self-management and aiding the student with:
- Blood glucose checks
- Calculation of insulin dose based on sliding scale and grams of carbohydrates consumed
- Insulin administration via syringe or pump
- Glucagon administration
- Ketone testing
- Management of hypoglycemia and hyperglycemia

Independent (I)
Student self-manages diabetes and school healthcare personnel's main role is to support their independence:
- Orders on file in the clinic
- Student always carries equipment, medication and supplies on their person
- Student is NOT required to report to the school health room for management
- School healthcare personnel is available to manage diabetic emergencies

The school health room staff who is trained in diabetes management will be determined based on:
- Students' ability to self-manage their diabetes
- Healthcare provider orders
- Parental input
- Observation of student's diabetes management

ALL students with diabetes need assistance from school healthcare personnel when a student is experiencing hypoglycemia, hyperglycemia or any other diabetic emergency.

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PROCEDURES FOR STUDENTS WITH DIABETES

Type 1 diabetes (T1D) typically develops in children, adolescents, and young adults but may also develop in adults. It is an autoimmune disease in which the body's immune system attacks and destroys the insulin-producing cells of the pancreas. In T1D the pancreas does not produce any insulin, the hormone used to convert glucose in the blood into energy. Many factors influence insulin absorption such as stress, illness, hormone changes, growth and exercise.
Without insulin, the glucose levels in the blood build-up resulting in hyperglycemia or high blood sugar, Hyperglycemia can develop over several hours or days and if untreated can lead to a life-threatening condition called diabetic ketoacidosis. High blood glucose levels over several years can cause serious damage to multiple organs in the body including the heart, nerves, kidneys and eyes. Insulin must be administered to the bloodstream via injections or an insulin pump to control high blood glucose levels. If too much insulin is administered, or not enough food is consumed a hypoglycemic or low blood sugar episode may occur. Hypoglycemia can occur suddenly and requires Immediate treatment. It is the greatest immediate danger to a student with diabetes and may cause cognitive and motor dysfunction. A student experiencing hypoglycemia should NEVER be left alone, sent anywhere, or escorted by another student.

In Type 2 Diabetes (T2D) also known as insulin-resistant diabetes, the pancreas is producing some insulin, but the insulin amount Is insufficient in quantity or ineffective In its ability to stabilize blood glucose levels. A major cause of T2D is obesity making diet and exercise imperative for glycemic control. Most people with T2D may take oral medication to improve insulin effectiveness while some people may require a combination of oral medication and insulin to achieve good glycemic control.

Common Signs and Symptoms of Hyperglycemia	Common Signs and Symptoms of Hypoglycemia
Thirst	Dizziness
Frequent Urination	Blurry vision
Blurry Vision	Shakiness
Abdominal Pain	Nausea
Confusion	Sweating
Sweating	Sluggishness
Breath has a fruity order	Motor and cognitive disfunction

Students may use the school health room to monitor blood glucose levels, calculate insulin dosages and administer insulin via syringe, pen or pump to maintain blood glucose control. The healthcare provider orders will indicate whether a student needs total care, supervision or can self-manage their diabetes. No matter which level of care the student requires a Diabetes Medication/Treatment Authorization must be on file in the school health room.

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Although there is no cure for diabetes it can be managed. Careful monitoring and control of blood glucose levels greatly reduce the risk of complications related to diabetes. It is important to remember that students with diabetes can lead active and productive lives, just like anyone else. A collaborative relationship between the school healthcare personnel, healthcare provider, the parents/guardians and the students are imperative for their medical, emotional and academic well-being.

ROLE & RESPONSIBILITIES

School Administration

It is recommended that school administration ensures a meeting is arranged with all involved school staff including the student's teachers, school healthcare personnel, school social worker and the student's parents/guardians at the beginning of each school year for students with diabetes.

The purpose of this meeting Is to gather information to determine the healthcare needs of the student while at school and develop an Individualized Healthcare Plan (IHP).Topics discussed may include (but are not limited to) students diabetes diagnosis, identifying student-specific signs and symptoms of hypoglycemia and hyperglycemia, student's involvement in diabetes management, dietary restrictions specific accommodations the student with diabetes may require while in school, medication administration, and emergency contact information.

All involved staff, including bus drivers and nutrition staff, should be informed of the student's diagnosis and receive diabetes training focusing on recognition of signs and symptoms of hypoglycemia and hyperglycemia and their role if a diabetic emergency occurs. School! administration should develop a plan as to how the health information will be conveyed to substitute teachers or rotating staff. School administration should also work with the parents/guardians to develop a process to cooperatively and amicably address disagreements or issues when they arise.

The student with diabetes may require certain accommodations throughout the school day. The schools' assigned registered nurse can identify a student's need for accommodations in school and can contact the schools 504 liaison to conduct a meeting including the parents/guardians to initiate a 504 Plan. If the student with diabetes is an Exceptional Student Education (ESE) student, a registered nurse must be present for the inclusion of nursing services under '·special considerations" (health) on the student's Individualized Education Plan (IEP). A student can have either a 504 Plan or an IEP, not both. Parents/guardians have the right to refuse implementation of a 504 Plan or inclusion of nursing services on the students' IEP. If any questions should arise Coordinated Student Health Services (CSHS) can be contacted at 754- 321-1575.

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School Healthcare Personnel

The school nurse should function under the scope of practice defined by the Florida Nurse Practice Act To ensure quality care and the safety of the students, the school nurse should:

- Maintain a current knowledge base and skill set related to diabetes management in the school-age population
- Review A06 Health Roster to identify ALL students with diabetes to obtain parental information regarding current management of diabetes and document information on Health Roster Tracking Form
- Conduct a meeting with the student's parent/guardian to develop an IHP and Emergency Care Plan (ECP)
- Regularly review and update the IHP and ECP whenever there is a change in medical management or the student's response to current management changes
- Provide a copy of the ECP to all staff who have interactions with students with diabetes
- Collaborate with a 504 Liaison to provide accommodations for the student while at school or ESE specialist for the inclusion of nursing services on a 504 Plan or an IEP
- Ensure a current Authorization for Diabetes Medication/Treatment form is on file in the school health room signed by BOTH the parent/guardian and healthcare provider
- Ensure Authorization for Diabetes Medication/Treatment states whether a student has been trained and what level of care is required
- Perform a focused assessment on the student with diabetes
- Perform blood glucose checks, calculate correct insulin dosages, carbohydrate counting, insulin administration, and ketone testing
- Ensure Glucagon is accessible for rapid lifesaving administration by trained personnel
- Administer Glucagon for emergent hypoglycemia, calling 9-1-1 AFTER administration and remaining with a student until further help arrives
- Ensure 9-1-1 posters are in obvious places throughout the school listing updated names of staff certified in CPR/AED/First Aid
- Understand factors that can adversely affect efforts to tightly control blood glucose levels such as: stress, hormonal changes, periods of growth, physical activity, medications, illness/infection, and fatigue
- Ensure that students who require supervised care are coming to the clinic at times indicated on the Diabetes Medication/Treatment Authorization form to receive treatment
- Collaborate with school administration to select and delegate the most appropriate unlicensed assistive personnel (UAP) for students requiring diabetes management
- Train and supervise the UAP on specific procedures for the student with diabetes. It is strongly recommended that two or more back-up persons be trained in each school to assure adequate coverage in emergent situations
- Practice universal precautions and infection control procedures with all student encounters and ensure UAP's are practicing this as well
- Arrange for student-specific training by a registered nurse to all school staff who will have direct contact with the student, so they know how to respond in emergent situations

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- Maintain appropriate documentation of care delivered to the student with diabetes Including a Daily Diabetes Log, diabetic teaching provided to a student, IHP and ECP, and diabetes training to track staff who received diabetes education
- Monitor the documentation of services provided by the UAP's
- Store all diabetes supplies in a locked cabinet where they are not easily accessible to other students visiting the school health room
- Establish a diabetes resource file including pamphlets, brochures, and other publications for use by school staff
- Maintaining ongoing open lines of communication between parents, healthcare provider (if release for medical information is signed by parent)
- Refer student and family to a social worker if assistance is needed in obtaining affordable health insurance or medications necessary to manage diabetes
- Respect the students' rights to confidentiality and privacy by adhering to FERPA and HIPPA guidelines
- itis a good practice to assign a "buddy" for the student with diabetes. A buddy can serve as a runner in times of an emergency. This can be particularly helpful during lunch, physical education, or outdoor activities. Teachers may wish to rotate buddies. **If a student is experiencing hypoglycemia (low blood glucose), help should come to the student.**
- **Contact 911 immediately based on both subjective and objective signs or symptoms of a diabetic emergency or if Glucagon is administered, then notify office staff, administration and parent/guardian**

If there is a student who is not adhering to the orders on the Diabetes Medication/Treatment Authorization form it is recommended that a meeting is arranged between school administration, the parent/guardian, social worker and school healthcare personnel to identify possible barriers the student is experiencing in receiving care and a plan should be developed to help support the student and encourage them to comply with treatment.

A sharps container should be requested and obtained from the Risk Management Department This container is needed to properly dispose of used needles after a student with diabetes tests their blood glucose level and after insulin administration. School health room staff should contact the Risk Management Department at 754-321-1900 to schedule a pickup of the sharps container once it is three- quarters full.

Instructional School Staff
Instructional school staff should provide a supportive learning environment and treat the student with diabetes the same as any other student while at the same time adhering to the required accommodations listed in either the 504 Plan or an IEP. Not all instructional school staff will have direct contact with the student, but all staff should:

- Be aware of which students have diabetes and adhere to the accommodations listed in the 504 plan or an IEP, especially during standardized testing

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- Attend diabetes training and be able to recognize the signs and symptoms of hypoglycemia and hyperglycemia
- Maintain a copy of the student specific ECP to be aware of their responsibility in emergent situations
- Remain with the student if they are feeling symptomatic and call school healthcare personnel NEVER LEAVE THEM ALONE
- Provide the student with a safe location to monitor blood glucose levels or administer insulin in accordance with the students IHP
- Allow the student to check blood glucose levels when necessary and/or before and after strenuous physical activity
- Allow student access to the school health room when requested
- Communicate questions or concerns with school healthcare personnel and parents
- Respect the students' rights to confidentiality and privacy by adhering to FERPA and HIPPA guidelines
- Educate the students class about diabetes and use this as an opportunity to educate students regarding nutrition, exercise and health with the consent of the parent/guardian and student

School Counselor/Social Worker

The school counselor and social worker should be aware of the students in their schools who have diabetes and the potential impact of diabetes and its management on the student's behavior and performance. The social worker should be prepared to work with the school healthcare personnel to ensure that the necessary accommodations are made to comply with state and federal laws.
The school counselor and social worker may be called upon to assist the student with any expressed concerns regarding diabetes and to identify and respond to ineffective coping mechanisms demonstrated by the student or family as they relate to school performance and attendance. The school counselor and social worker should be familiar with community resources and services available to assist the student and family.

Food and Nutrition Services

It is the responsibility of the parents/guardians to supply the student with the necessary snacks to maintain appropriate blood glucose levels. It is recommended that the students with diabetes, their parents/guardians and school healthcare personnel obtain nutritional information from the Food and Nutrition Services website to assist with meal planning. This can be done by visiting www.browardschools.com, choosing departments and clicking on Food and Nutrition Services. Scroll down and click on meal viewer, select school, click on let's add it up located on the left side of the screen, select menu items and carbohydrate total will automatically calculate for you on the right side of the screen. It is recommended that the nutrition services managers attend the diabetes training provided in the school.

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Bus Drivers

Bus drivers will have contact with the students at the beginning of and end of the school day. Bus drivers should:

- Be aware of which students have diabetes
- Allow students with diabetes to have a snack and/or drink on the bus, if necessary, with appropriate medical considerations (i.e.: a student with allergies/anaphylaxis)
- Encourage the student to sit near the front of the bus to allow for closer observation
- Communicate to the school designee/healthcare personnel any behavior changes that may require medical follow up
- Attend diabetes training to be able to identify signs and symptoms of hypoglycemia and hyperglycemia
- Respect the students' rights to confidentiality and privacy by adhering to FERPA and HIPPA guidelines
- Call 911 for ALL diabetic emergencies

Parent/Guardian Responsibilities:

It is the parents/guardian's responsibility to provide the school healthcare personnel with all properly labeled medications, supplies and equipment (as needed) to manage the student with diabetes. Supplies needed include (but are not limited to): blood glucose monitor with extra batteries, test strips, lancets, insulin, insulin syringes, and ketone strips (strongly recommended}, snacks. glucose tablets and Glucagon injector or gel If the student is on an insulin pump an extra infusion set and reservoir, extra pump batteries and backup insulin and syringes should be provided. If ketone sticks are NOT provided by the parent/guardian and available in the school health room if the student's blood glucose level is greater than 300mg/dL, the parent/guardian will be called to arrange for pick-up and if the parent/guardian is not available 911 will be called.

Parents/guardians are responsible for having the student's healthcare provider complete the Diabetes Medication/Treatment Authorization form. For the medication to be administered and treatment provided the forms must be signed by BOTH the healthcare provider and parent/guardian. AH sections 011 this form must be entirely completed. It is strongly recommended that multiple emergency contacts are listed on the forms. In an emergency, if a parent cannot be reached the emergency contact(s} will be notified.

Parents/guardians should also:

- Inform the school as soon as possible if the student is newly diagnosed with diabetes or the student is enrolling in another school to ease the students' transition
- Participate in the development of a 504 Plan or an IEP with appropriate school staff immediately after diagnosis and at the start of each school year
- Provide the school healthcare personnel with a Diabetes Medication/ Treatment Revision form if medical management during school hours changes
- Understand that the school healthcare personnel cannot take verbal orders from a parent/guardian for any reason regarding a student's diabetes management All orders must be provided and signed by the healthcare provider.
- Provide properly labeled medications and replace medications as needed
- Assume responsibility for the maintenance and calibration of all medical equipment

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- Keep open lines of communication with school staff to show you appreciate the partnership
- Inform school staff and provide details of how diabetes diagnosis has affected their child's mental, emotional and social well-being
- Educate the student in self-management and when to visit the school health room
- Provide the student with a medical identification tag oi jewelry and encourage the student to wear it in school
- Provide a formal letter to the school from the healthcare provider to remove their child as having diabetes from the health roster if the child no longer requires diabetes management

Health Care Provider

The healthcare provider manages the medical care of the student with diabetes. The healthcare provider should provide information and guidance to the school healthcare personnel to use in developing the IHP and ECP. The healthcare provider should not only be aware of the medical needs of the student but should also take into consideration the resources available in the school
To safeguard student safety, the healthcare provider should:

- Provide the school healthcare personnel with the required diabetes history, daily diabetes management information and emergency management information within the school setting
- Communicate freely regarding the care and management of the student with diabetes if a medical record release is signed
- Provide the school healthcare personnel as soon as possible with an Authorization for Diabetes Medication/Treatment form or Diabetes Medication/Treatment Revision form when daily diabetes management is changed
- Provide teaching to the student with diabetes and indicate on orders whether they can self-manage, require supervision or require total management by school healthcare personnel

Diabetes Medication/Treatment Packet

CSHS has created a standardized diabetes management packet to be followed in the school health room of ALL Broward County Public Schools. ALL documents should be placed in the student's diabetic binder in the school health room. The packet includes:

- Diabetes health management in schools' information, which determines the level of nursing care required for the student with diabetes
- Procedures for students with diabetes which gives an overview of how the students with diabetes will be managed in school
- Parent/guardian and school responsibility signature page
- The Diabetes Medication/Treatment Authorization form which should be completed in entirety by the healthcare provider and signed by BOTH the heal1hcare provider and parent/guardian for treatment to be initiated
- The Broward County Public Schools Diabetes Emergency Care Plan with trained personnel listed at the bottom
- Diabetes Medication/Treatment Revision form required when changes in medical management required at school occur
- Broward County Public Schools Parent Accountability Diabetes checklist
- Nurses Standard File for Students with Diabetes checklist

This form is in effect for all school related activities including field trips. Field trips that extend outside of normal school hours will require a revision form be completed and signed by the healthcare provider. Please do not edit or remove information from original format per Broward County Public Schools.
Revised May 2022

ATTACHMENT N
Diabetes Medication/Treatment Authorization Forms

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
COORDINATED STUDENT HEAL TH SERVICES
Phone 754-321-1575 Fax 754-321-1692

In addition to the Broward County Public Schools diabetes management packet, It is also a requirement to complete an IHP and ECP for hypoglycemia and hyperglycemia provided by the Florida Department of Health (DOH).

Continuous Glucose Monitoring Device (CGM)
A Continuous Glucose Monitor (CGM) is the size of a beeper and is a small computer device that provides continuous blood glucose readings. The student has a sensor placed on their skin and the device is carried in their pocket or is connected to a watch worn on the student's wrist. The parents/guardians and the student are responsible for all CGM care including site placement and care, monitoring and calibration. If dislodgement occurs in school, school healthcare personnel may turn CGM off and contact the parent/guardian The Diabetes Medication/Treatment Authorization form needs to state CGM use, brand and specify interventions when alarms sound. If the CGM alarms, the student is expected to notify the closest school staff who will review the monitor display and contact the school healthcare personnel Parents that receive CGM remote alarm notifications can also contact the school healthcare personnel for assessment and interventions. School healthcare personnel should receive student-specific training related to the CGM and provide appropriate interventions specified on orders from the healthcare provider. CGM information should be included in diabetes training provided to all school staff. School healthcare personnel are:

- Not permitted to install any CGM applications on their smart devices or computers to monitor the student's blood glucose levels (The parents/guardians may provide the health room staff with a smart device to monitor CGM readings if they wish to do so)
- Not responsible for changing CGM site or performing site care (parent or CGM trained student with parental consent, are responsible for site changes and care)
- Expected to follow all physician orders and student symptomology
- Not to use CGM reading for a blood glucose reading for insulin corrections unless stated to do so on physician orders {Students are expected to check their blood glucose level with a finger stick)

Insulin Pump
The Insulin Pump is the size of a beeper and is a small computer that administers a continuous basal rate of regular, short-acting insulin and administers Insulin for blood glucose level corrections and carbohydrate consumption. The pump is always worn by the student and should never be disconnected or suspended by school healthcare personnel. The parent/guardian is responsible for acting as the pump resource person. School healthcare personnel staff cannot administer insulin via pump without proper training, preferably by pump company, change the site or manipulate pump settings under any circumstance. Please call the parent or the healthcare provider with any insulin pump questions and document any verbal directives witnessed between parent and student regarding the insulin pump.

This form is in effect for all school related activities including field trips. Field trips that extend outside of normal school hours will require a revision form be completed and signed by the healthcare provider. Please do not edit or remove information from original format per Broward County Public Schools.
Revised May 2022

ATTACHMENT O

Kronos Time Clock User Account Agreement

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

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

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

Print Name Agency Name

Signature Title Date

ATTACHMENT P

(Revised 7/2022)

MEDICAL FRAGILE HEALTH SERVICES REQUEST (HSR) FORM

This form is to be used to request health services or to request training by a registered nurse to provide training for school-based personnel who will be performing health procedures. This form needs to be completed by the school and email along with the **completed Authorization for Medication/Treatment form** to Exceptional Student Education Support/Compliance Debbie.Carty@browardschools.com and Megan.Legate@browardschools.com For more information please call Exceptional Student Education Support/Compliance at 754-321-8475.

Date: _____

STUDENT AND SCHOOL INFORMATION:

Name of student: _____ **DOB/Age:** _____ **Grade:** _____

Program enrolled: ESE (not in gifted program) x _____ 504: _____

School: _____ **School Contact/Title:** _____ Telephone Number: _____

Reason For Request: _____

PLEASE SUBMIT THE CURRENT MEDICATION/TREATMENT AUTHORIZATION FORM WITH THE REQUEST

Request For Health Training	Request For Direct Nursing Care for Student
List number of personnel who will attend training:	Potential Start date for Student:
If Education Support Professionals (ESP)will be trained and assigned to perform a medical procedure, list names and designation: 1. (Primary/Split) _____ 2. (Back-up/Split) _____	**Parent/Guardian Name:** _____ **Student's address:** _____ **All contact telephone numbers for parent/guardian:** _____
List three dates and times for Registered Nurse to conduct training: 1. _____ 2. _____ 3. _____	Transportation: Bus Bus: Pick-up Time: _____ Drop off Time: _____

****Please complete the student and school information and submit form with student(s) Authorization for medication/treatment form(s).**

Below to be completed by Medically Fragile Team: _____RN _____LPN _____ HST _____ Other

Date: _____ **Agency:** _____ **Agency Representative:** _____ **Nursing Hours assigned:** _____

For Billing: Student is enrolled in the assigned program (please check): ESE ☐ ESE/Diabetes ☐

ATTACHMENT Q

Broward County Public Schools

Exceptional Student Education Support/Compliance

MEDICAL FRAGILE SUPERVISORY QA CHECKLIST			
Supervisor Name:	**Date:**		
Student's Name:	**Agency:**		
School:	**Med. Auth. Exp. Date:**		
Nurse's Name:	**Care plan date:**		
Nurse Presentation	**YES**	**NO**	**F/U**
Attire Appropriate for school			
Wearing vendor badge			
Carrying necessary equipment: Stethoscope Pen light Scissors Pulse Oximeter Blood Pressure Cuff			
Student's Medical Equipment			
Has all needed medical equipment as listed on the Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment if breaks			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization for Medication/Treatment form			
Medications are in the original containers with pharmacy labels containing the student's name, medication, dosage, route, and frequency			
Medication is in a locked container			
Medication expiration dates are noted in documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure at assigned school			
School Information Sheet			
Policy for medication administration, reporting medical errors			
Accident Reporting Procedure			
Care plans are present and reflect all diagnoses			

ATTACHMENT Q

Nurse Information:			
License			
CPR			
Vendor Information			
Checklists of competency			
Documentation			
Nursing documentation is up to date			
Documentation reflects all student's medical diagnoses			
Physical assessment is completed daily			
Supervisory visits			
Supervisor visits are up to date			
Supervisor's visit reflects corrective action plan of errors noted			
Medication/Treatment form have been shared with SBBC Medically Fragile Team			
Care plan has been shared with SBBC Medically Fragile Team			
Monthly Report completed and submitted to SBBC Medically Fragile Team			
Insurance change updated to SBBC Medically Fragile Team			
School:			
IEP reflects how student's medical status impacts their education			
Principal/Asst. Principal is familiar with assigned nurse and nursing supervisor			
Assigned nurse is familiar with the clinic staff who also has a copy of student's orders			

Plan for above deficiencies:

_____

_____

_____

(Use lined page for further documentation)

Date of expected correction(s) (2 weeks maximum): _____

_____ _____

Date **RN Name/Signature**

Please submit completed Supervisory Visit form by the 5th of each month, to Michelle.Jacovino@browardschools.com

Revised July 2022

ATTACHMENT R

BROWARD County Public Schools

COORDINATED STUDENT HEALTH SERVICES

Coordinated Student Health Services (CSHS) Nursing Activities

Activity	Description
Grade Level Screenings	Grade-level screenings of students are central to identifying health problems that may adversely impact their health and academic performance. • Vision screenings are required for all students in kindergarten (K), 1st, 3rd 6th grade and any students new to the district in grades K through 5 • Growth and development screenings are required for students in 1st, 3rd, and 6th grades. Student's growth and development are evaluated with Body Mass Index (BMI) according to current CDC recommendations. BMI results are graphed and calculated using the student's height, weight, age or date of birth, and gender. • Hearing screenings are required for all students in K, 1st, and 6th grade and any students new to the district in grades K through 5 • District Health Screening Technicians conduct vision, BMI and hearing screenings
Pediculosis (Head Lice)	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, incoming medications, immunization compliance, and status of chronic health conditions to identify any significant health risks or problems. The record review consists 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 any health needs or resources the students and their families may need. This ongoing process includes obtaining health histories, observation, physical assessment, interviewing students and families 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 verifying the identity of the student, the medication, the medication dose, route of administration and time for administration, and matching these student identifiers with the medication order written by the child's healthcare provider. It also includes assisting the student in the ingestion, injection, application or monitoring the self-administration of the medication and contacting the child's primary healthcare provider when necessary. Documentation on the medication log and in the students' health record is considered part of medication administration.
Activity	**Description**
Automated External Defibrillator (AED) First Aid and CPR	The provision of AED, First Aid and/or Cardiopulmonary Resuscitation (CPR) should include an evaluation of the student's condition, the administration of First Aid and/or CPR/AED use and documentation in the student's health record. Contracted Agency personnel should be currently certified by nationally recognized, certifying agencies in the administration of AED, 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

ATTACHMENT R

BROWARD County Public Schools

COORDINATED STUDENT HEALTH SERVICES

Activity	Description
	limited to carbohydrate counting, glucose monitoring, specimen (urine or blood) collection or testing, nebulizer treatment, and administration of emergency medications.
Immunization Follow-up	Review and/or follow-up of student Florida Certificates of Immunization (DH 680) to verify that age-appropriate immunization requirements are current and documented. Students' immunization status must be periodically reviewed to ensure state compliance measures are met. Targeted groups include, at a minimum: 1) Newly enrolled students in the district; and 2) Students in kindergarten and 7th grade.
School Health Staff Consultation	Coordinate health services with other school activities and advise and/or assist school personnel, parents/guardians, and other health care providers in health-related matters.
Family Engagement	Ensure studnets families have the opportunity to be actively engaged with the school health program; and provide regular, ongoing communication to parents and caregivers about the program and their child's health status.
Individualized Health Care Plan (IHP)	Development, review, or revision of individualized student health care plans (IHP) by a registered nurse for students with chronic or acute health problems. These students may need specific individualized health-related services to maintain their health status, stay in school, and optimize their educational opportunities, as identified by school health staff. The written IHP must be followed to provide services in a safe and efficient manner.
Emergency Care Plan (ECP)	The Emergency Care Plan (ECP) is in addition to the IHP. All students who have a life-threatening condition or chronic condition that may result in complications causing serious life altering or life-threatening events should have an ECP. The plan should always include emergency contact information, the medical diagnosis, nursing plan of care, individual student information such as medications, goals, and delegated, trained, and authorized personnel to provide care in the absence of the nurse. The ECP should be easy for unlicensed assistive personnel (UAP)/school staff to understand and 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.

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

ATTACHMENT S

SAMPLE INVOICE

Company Name

INVOICE

Street Address
City, ST ZIP Code
Telephone Fax

INVOICE NUMBER: 9-5454

INVOICE DATE:: 9/2/2016

WEEK #2 8/22 – 8/26/2016

TO:

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

PURCHASE ORDER #: 7517xxxxxx
DESCRIPTION OF SERVICES: NURSING
PROGRAM TYPE:

ESE ☐

504 ☐

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

Make checks payable to:

ABC Company
Address
City, State, Zip

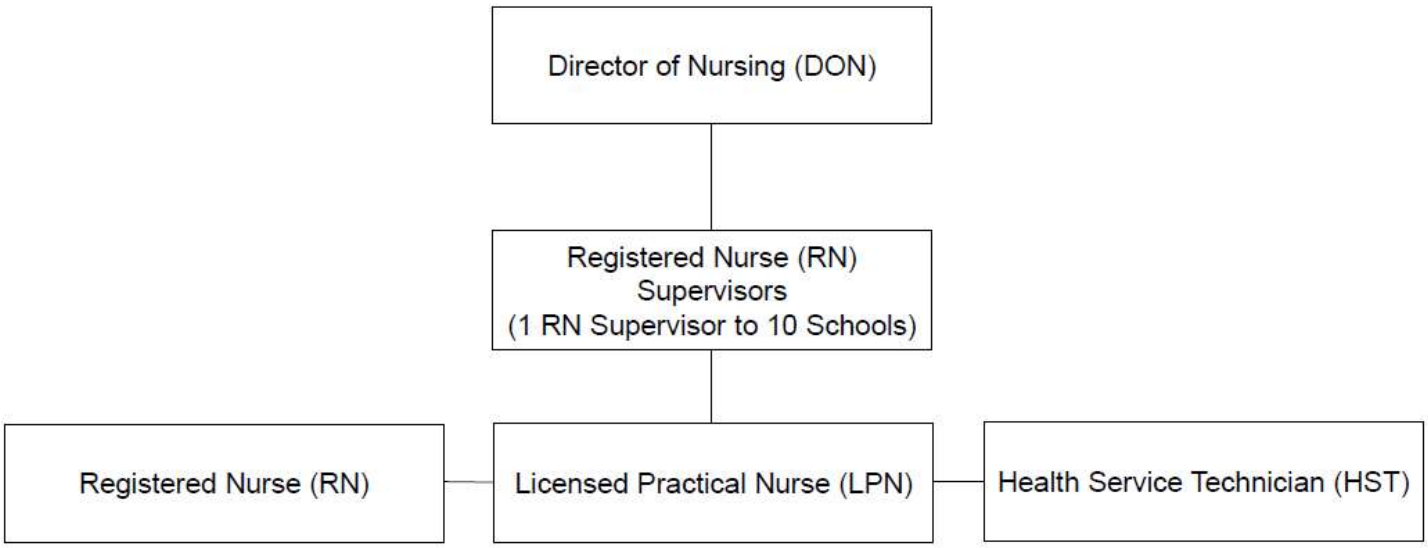
Tax ID#

THANK YOU FOR YOUR BUSINESS

ATTACHMENT T

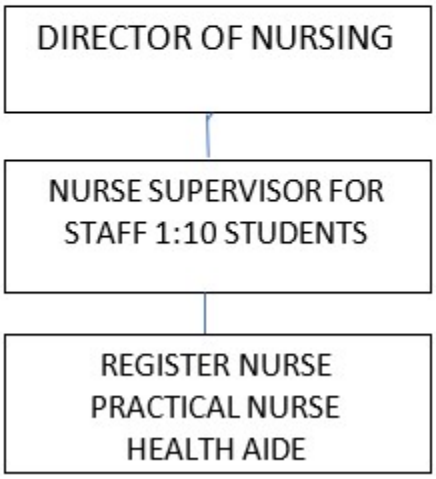
COORDINATED STUDENT HEALTH SERVICES DEPARTMENT

Contracted Agency Organizational Chart



MEDICAL FRAGILE – ESE SUPPORT/COMPLIANCE

AGENCY NURSING ORGANIZATION CHART



ATTACHMENT U

New Link Provided

School Health Plan
Can be viewed at this link

http://bcpsagenda.browardschools.com/agenda/01472/Item%20F-1%20(53671)/index.html

ATTACHMENT V – MAILING LABEL

Please print the mailing label below and affix to your bid package for ease of identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Vendor's Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Mr. Charles V. High, C.P.M., A.P.P., MBA
RFP #FY24-007 – Healthcare Services

SECTION 9.0 – STATEMENT OF "NO RESPONSE

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

Company Name:_____ RFP: _____

Contact: _____

Address:_____

_____

Telephone:_____

Email:_____

✓	Reason(s) for "No Response":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF RFP