



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR
www.browardschools.com

SCHOOL BOARD
ABBY M. FREEDMAN, Chair
NORA RUPERT, Vice Chair

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
DONNA P. KORN
PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

February 10, 2017

ADDENDUM NO 2 RFP 18-002V HEALTHCARE SERVICES

TO ALL PROPOSERS:

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

➤ **QUESTION #16: (From Addendum No. 1)**

Under 4.4.2 Scope of Services Provided was 4.4.2.29 deleted?

ANSWER TO QUESTION #16:

This numbering will be corrected and attached to this Addendum.

2. **DELETE:** Page 12 of 28 Pages

INSERT: Page 12 of 28 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", Page 1 of RFP 18-002V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V High Digitally Signed

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

CVH/avt
Enclosure

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Completely Comply	No, Cannot Comply or Provide
4.4.2.28	<p>Services: Awardee(s) shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:</p> <ul style="list-style-type: none"> 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 		

4.4.2.29 Additional Services – Describe any additional services that Proposer is able to provide with relationship to the scope of this RFP.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR
www.browardschools.com

SCHOOL BOARD
ABBY M. FREEDMAN, *Chair*
NORA RUPERT, *Vice Chair*

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
DONNA P. KORN
PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

February 3, 2017

ADDENDUM NO 1 RFP 18-002V HEALTHCARE SERVICES

TO ALL PROPOSERS:

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

1. Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP 18-002V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

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

CVH/avt
Enclosure

Page 1 of 8 Pages

➤ **QUESTION #1:**

How many FTE equivalent contract RN's, LPN's and Aides were utilized by The School Board of Broward County in 2015-16?

ANSWER TO QUESTION #1:

Contracted agency hours of utilization vary based on student healthcare needs.

For the 2015-2016 School Year:

RNs: 36

LPNs: 138

Health Support Technicians (HST/Aides): 85

➤ **QUESTION #2:**

Who are the current healthcare services vendors and what are their bill rates for nursing services?

ANSWER TO QUESTION #2:

The list of current healthcare providers and their rates can be found on this link

http://www.broward.k12.fl.us/supply/districtcontracts/docs/Module_V/15-012V_HealthcareServices_Revised_20160902.pdf

➤ **QUESTION #3:**

Page 8, Section 4.4.2.2 Broward is requesting the Awardee to bill Medicaid directly for healthcare services for its medically fragile population. The School Board of Broward County is legally responsible for providing care to meet IEP requirements. Why would it require awarded healthcare vendors to bill Medicaid when it's the responsibility of the school board to provide this care and get reimbursed if applicable?

ANSWER TO QUESTION #3:

The School Board of Broward County, Florida, participates in Medicaid's Certified School Match Program. The School District's provider eligibility and services are governed by Title Xix of the Social Security Act and the Code of Federal Regulations, Title 42, Part 440.110 and 440.130, respectively. The Program was implemented through Sections 409.9071 and 1011.70, Florida Statutes, and Chapter 59G, Florida Administrative Code. The options that school districts have for financing health care include community providers billing Medicaid directly for the Medicaid-eligible students' care.

➤ **QUESTION #4:**

Page 8, Section 4.4.2.2 If the parents of an child on an IEP requiring 1-to-1 nursing services request that their Medicaid hours not be used while on school property, what is the response of Broward County School Board?

ANSWER TO QUESTION #4:

Broward County Schools Medicaid Office along with Coordinated Student Health Services will work with the parent to discuss concerns and make decisions on payment based on the best interest of the family.

➤ **QUESTION #5:**

Please explain how The School Board of Broward County will distribute nursing needs to its vendor pool post award.

ANSWER TO QUESTION #5:

Staffing requests are determined case by case as needed.

➤ **QUESTION #6:**

How many kids were provided 1-to-1 nursing care through contracted vendors in 2015-16?

ANSWER TO QUESTION #6:

74 students

➤ **QUESTION #7:**

Section 7.55 Price Reductions – Please clarify exactly what is meant by this section

ANSWER TO QUESTION #7:

If the Awardee provides the same services at a lower cost the School Board may ask for a decrease in the price as awarded to a different government agency.

➤ **QUESTION #8:**

This is the first time I see in the Distribution of Cost of Services, RN: Supervisors. Please clarify the role of the RN supervisor and if we will be reimbursed for these services at the single hour rate.

ANSWER TO QUESTION #8:

RN Supervisor provides direct supervision for nursing services. There is no reimbursements for RN Supervisors. Please review the organizational chart for the provision of services by vendors and the ratio for supervision.

➤ **QUESTION #9:**

With the solicitation attachments being in PDF format, would The School Board of Broward County accept solicitations on the flash/thumb drive or CD in PDF format?

ANSWER TO QUESTION #9:

Please follow this submittal format:

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF Format on CD/flash drive and ~~12~~ (10) copies (which must be identical to the original Proposal, including any supplemental information/marketing materials), of the RFP

Also, correct the number of requested copies are reduced from 12 to 10. (Page 1 of 28 Pages -Required Response Form)

➤ **QUESTION #10:**

Page 8, section 4.4.2.2 How does The School Board of Broward County verify the competency and backgrounds of nurses working with its students while allowing home health agencies to bill Medicaid?

ANSWER TO QUESTION #10:

Awardee(s) is/are responsible to meet the Scope of Services and ensure the competency skills of their nurses provided to SBBC. Background screenings are required for all personnel assigned to schools.

➤ **QUESTION #11:**

Page 8, Section 4.4.2.2 How does The School Board of Broward County verify that “double billing” of Medicaid is not occurring when allowing home health agencies to bill Medicaid for the services that its legally responsible to provide itself?

ANSWER TO QUESTION #11:

The beginning of each year the Awardee is trained on the invoice process within the School District.

➤ **QUESTION #12:**

Page 8, section 4.4.2.2 How does The School Board of Broward County verify that IEP requirements are being met for 1-to-1 nursing services when allowing home health agencies to bill Medicaid for nursing care on school property?

ANSWER TO QUESTION #12:

Approved vendors through this RFP are providing 1-1 nursing services and document nursing services on a daily basis. Coordinated Student Health Services has a Clinical Supervisor monitoring the 1 to 1 nurses.

➤ **QUESTION #13:**

Page 8, section 4.4.2.2 How does the school district define “immediately” in the following statement: “Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.” Requesting a MCAID authorization for services is a multi-step process whereby vendors are dependent upon the cooperation of many stakeholders including the primary care physician and the students family before an authorization can be requested.

ANSWER TO QUESTION #13:

“Immediate” is defined as starting on day one upon accepting the nursing assignment.

➤ **QUESTION #14:**

Section 4.4.2.15 RN Supervision Ratio. Please confirm that the RN supervisory ratio of 1:10 for nurses assigned to medically fragile nursing care applies only to students receiving such care funded by the school district, and does not apply to students receiving 1:1 nursing care funded by MCAID. [MCAID standards do not dictate a specific ratio, and the expectation to provide supervision is built into the MCAID Fee schedule as a non-billable service. Expecting vendors to provide an RN CS without being able to bill for supervision of 1:1s is an unreasonable expectation.]

ANSWER TO QUESTION #14:

RN supervisory ration of 1:10 for medical fragile students care is a SBBC requirement.

➤ **QUESTION #15:**

Section 4.4.2.16 Healthcare Staffing Coverage. What is the meaning of "immediate staffing coverage" in the following statement, "Awardee(s) shall provide immediate staffing coverage for absence of nurse assign to a specific location." Can awardee(s) bill for standby / backup nurses?

ANSWER TO QUESTION #15:

Vendors should make all efforts to ensure coverage within 2 hours. No.

➤ **QUESTION #16:**

Under 4.4.2 Scope of Services Provided was 4.4.2.29 deleted?

ANSWER TO QUESTION #16:

This numbering will be corrected and attached to this Addendum.

➤ **QUESTION #17:**

Do services need to be provided countywide? In all schools? Please clarify the number of schools that will need nurses and the number of schools that follow a year-round schedule.

ANSWER TO QUESTION #17:

Services are required for any schools within BCPS as needed. The number of schools requiring healthcare personnel varies based on students health care needs. See Question #1 for 2015-2016 utilization data.

➤ **QUESTION #18:**

How many medically fragile students will need 1:1 care based on the current population?

ANSWER TO QUESTION #18:

The number of students requiring healthcare personnel 1:1 varies. It is based on students health care needs. See Question #6 for 2015-2016 utilization data.

➤ **QUESTION #19:**

How many hours per day do medically fragile students require?

ANSWER TO QUESTION #19:

The number of hours varies based on the students health care needs.

➤ **QUESTION #20:**

Page 1 requests one original and 12 copies but page 18 requests 10 copies. Please clarify.

ANSWER TO QUESTION #20:

The number of copies required will be provided on the revised pages attached to this Addendum. Correct number of copies is 10 copies. See answer to Question 9.

➤ **QUESTION #21:**

Will there be a bidder's conference?

ANSWER TO QUESTION #21:

No.

➤ **QUESTION #22:**

How much total funding is available?

ANSWER TO QUESTION #22:

Funding is based on student's health care needs for their provision of services. Refer to answer to Question #27.

➤ **QUESTION #23:**

Are there any eligibility criteria?

ANSWER TO QUESTION #23:

Yes. See Section 4.2 of the RFP.

➤ **QUESTION #24:**

Is the RFP available in Word Format?

ANSWER TO QUESTION #24:

No.

➤ **QUESTION #25:**

Page 7 question 4.4.1.6 references Attachment J – should it be Attachment I?

ANSWER TO QUESTION #25:

*Yes, it should be **Attachment I**.*

*4.4.1.6 **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 J.~~ **See Attachment I.***

➤ **QUESTION #26:**

Over the past 3 years 2014 – 2017, SBBC Healthcare Services Contract, what was the total revenue distributed by SBBC on a year by year basis

ANSWER TO QUESTION #26:

See answer to Question 27

➤ **QUESTION #27:**

What was the total revenue distributed to each company on a year by year basis?

ANSWER TO QUESTION #27:

SPENDING - 2014 (01/01/2014 - 12/31/2014)	
<i>Broward Children's Center</i>	\$ 122,156.00
<i>Cross Country Staffing</i>	\$ 500.00
<i>First Care Home Services</i>	\$ 40,038.88
<i>Integrity Health Services</i>	\$ 209,508.19
<i>Maxim Healthcare</i>	\$ 660,312.91
<i>Medical Staffing Network</i>	\$ 1,325,398.55
<i>Nurse Mentors Staffing Registry</i>	\$ 59,391.15
<i>NurseCare, Inc.</i>	\$ 74,685.12
<i>Sierra Lifecare, Inc.</i>	\$ 886,403.10
TOTAL:	\$ 3,378,393.90

SPENDING - 2015 (01/01/2015 - 12/31/2015)	
<i>Broward Children's Center</i>	\$ 98,812.00
<i>Cross Country Staffing</i>	\$ 830,741.33
<i>First Care Home Services</i>	\$ 65,110.62
<i>Integrity Health Services</i>	\$ 422,761.88
<i>Invo Healthcare Associates</i>	\$ 66,850.00
<i>Maxim Healthcare</i>	\$ 675,422.31
<i>Medical Staffing Network</i>	\$ 812.00
<i>Nursecare, Inc.</i>	\$ 101,525.00
<i>Sierra Lifecare, Inc.</i>	\$ 777,079.48
TOTAL:	\$ 3,039,114.62

SPENDING - 2016 (1/01/2016 - 12/31/2016)	
<i>Broward Children's Center</i>	\$ 91,679.00
<i>Cross Country Staffing</i>	\$ 213,706.20
<i>First Care Home Services</i>	\$ 13,920.00
<i>Integrity Health Services</i>	\$ 219,445.79
<i>Maxim Healthcare Services</i>	\$ 151,328.58
<i>Nursecare, Inc.</i>	\$ 42,514.88
<i>Sierra Lifecare, Inc.</i>	\$ 378,388.82
TOTAL:	\$ 1,110,983.27
GRAND TOTAL:	\$ 7,528,491.79

➤ **QUESTION #28:**

This is the first time I see in the Distribution of Cost of Services, RN: Supervisors. Please clarify the role of the RN supervisor and if we will be reimbursed for these services at the single hour rate.

ANSWER TO QUESTION #28:

This is a repeated question. Response noted in Question #8.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR
www.browardschools.com

SCHOOL BOARD
ABBY M. FREEDMAN, *Chair*
NORA RUPERT, *Vice Chair*

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
DONNA P. KORN
PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

January 20, 2017

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 18-002V - 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 me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail Charles.high@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

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

- **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION** (See Section 4.4.4 of the RFP)
SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.

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 4.0.

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 date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a Proposal in response to this RFP, please complete **Attachment DD**, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail charles.high@browardschools.com. Your responses to the Statement of "No Response" are very important to the Procurement & Warehousing Services Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

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

REQUEST FOR PROPOSALS (RFP)

RFP 18-002V

HEALTHCARE SERVICES



RFP Release Date: **January 20, 2017**

Written Questions Due: On or Before 5:00 p.m. ET
January 27, 2017
in Procurement & Warehousing Services Department

Proposals Due:* On or Before 2:00 p.m. ET
February 16, 2017
in Procurement & Warehousing Services Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

*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 Executive Director, Benefits & EEO 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.

TABLE OF CONTENTS

		<u>Page</u>
1.0	Required Response Form	1
2.0	Introduction and General Information	2
3.0	Calendar	4
4.0	Information to be Included in the Submitted Proposals	5
5.0	Evaluation of Proposals	6
6.0	Special Conditions	18
7.0	General Conditions	20
Attachment A		
A1 – M/WBE Utilization Report		
A2 – Employment Diversity Statistics		
A3 – M/WBE Participation Form		
Attachment B – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship		
Attachment C – W-9 Form		
Attachment D – Drug-Free Workplace		
Attachment E – Sample Agreement		
Attachment F – Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions		
Attachment G – ACH Payment Agreement Form		
Attachment H – Business Associate Agreement		
Attachment I – References		
Attachment J –Healthcare Service Requirements		
Attachment K – Roles and Responsibilities for Direct Care Healthcare Provider to Student Ratio		
Attachment L – District Approved Time Sheets		
Attachment M – Contracted Agency Nurse’s Accountability Checklist		
Attachment N – Clinic RN Supervisory School Visit		
Attachment O – Clinic Daily Data Collection Worksheet		
Attachment P – Clinic Monthly Data Collection Worksheet		
Attachment Q – Corrective Action Plan		
Attachment R – CSHS Incident Report		
Attachment S – Diabetic Student Teaching Skills Record		
Attachment T – Kronos Time Clock User Account Agreement		
Attachment U – Medical Fragile Student Monthly Medical and Insurance Status Report		
Attachment V – Medical Fragile Supervisory QI Checklist		
Attachment W – Report of Medical Error		
Attachment X – Monthly Quality Improvement Report		
Attachment Y – Nursing Activities		
Attachment Z – Request for Corrective Action		
Attachment AA – Sample Invoice		
Attachment BB – Contracted Agency Organizational Chart		
Attachment CC – School Health Plan		
Attachment DD – Statement of “No Response”		

REQUEST FOR PROPOSALS (RFP) 18-002V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: January 20, 2017

TITLE: HEALTHCARE SERVICES

This Proposal must be submitted to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, February 16, 2017 and plainly marked RFP 18-002V- Healthcare Services. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original") will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on CD/flash drive and 12 copies (which must be identical to the original Proposal, including any supplemental information/marketing materials), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-002V), must be fully executed and returned on or before 2:00 p.m. ET on 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. 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 name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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 offer 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 and 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 (blue ink preferred on the original) Date

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

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals from firms to provide school healthcare services to eligible students in accordance with the School Health Services Act, Florida Statute 381.0056 and the Individuals with Disabilities Act (IDEA) as currently enacted or amended from time to time. In addition, pediatric healthcare experience, medical training and educational assistance are required as specified herein. **The award of this RFP shall be up to the three (3) highest ranked Proposers meeting all terms, conditions, specifications and negotiations.**

As a result of this RFP, Awardee(s) shall provide Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Respiratory Therapists (RTs) and non-licensed assistive healthcare personnel (e.g. medical assistants, certified healthcare assistants, personal care technicians, health support technicians) to SBBC students with special needs. Student Individual Educational Plans (IEPs) or 504 Plans reflect these services as necessary. Healthcare services provided to eligible students (e.g. physically impaired, cognitively impaired, autism spectrum disorder, diabetics, etc.) who have a wide range of diagnosed medical conditions. **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 contract.**

Some students may require healthcare services at prescribed times or 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. In addition, 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.

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, 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 as to 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.

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles V. High, C.P.M., A.P.P. MBA, Purchasing Agent IV, Procurement & Warehousing Services Department, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail 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 matter 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 January 27, 2017**. Questions received after this date and time will 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.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 1, 2017, and continuing through June 30, 2020**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-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, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. **All costs shall be firm for the term of the contract as stated in Section 2.5 of this RFP.** The Proposer agrees to this condition by signing its Proposal.

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- 2.4 **Price Adjustments:** Prices offered shall remain firm through the first three years of the contract. : Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to 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. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 2.5 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order 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.
- 2.6 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of 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 shall 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 in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

3.0 CALENDAR

January 20, 2017	Release of RFP 18-002V
January 27, 2017	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
February 16, 2017*	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
March 7, 2017*	Evaluation Committee reviews proposals 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
March 8, 2017	Posting of Recommendation

*These are public meetings. SBBC 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 Executive Director, Benefits & EEO 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.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.

4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the 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:** (Page 1 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 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the paragraph. **This information must be submitted with the Proposal or within three days of request.** 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

Name of Proposer: _____
(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to: _____
(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

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.

4.2 **Minimum Eligibility:** In order to be considered for 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 the information requested below will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**

4.2.2 Proposer must have an active registration to do business in the State of Florida with the Department of State Division of Corporations by registering their business on www.sunbiz.org at the time of RFP opening.

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, and M/WBE 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 Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement 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 entire Proposal.

4.4.1 **Proposer's Qualifications – (Maximum 35 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract, stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.

4.4.1.3 Complete, and return, with your Proposal, **Attachment F** of the RFP.

4.4.1.4 **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. Proposer must have a current State of Florida license and certification(s) to provide healthcare services as described in this RFP. 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.

4.4.1.5 **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.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.1 Proposer's Qualifications

- 4.4.1.6 **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 J**.
- 4.4.1.7. **Resumes and 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.
- 4.4.1.8 **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.
- 4.4.1.9 **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.
- 4.4.1.10 **Education** – Describe, in detail, how Proposer keeps familiar and up-to-date with all applicable codes, regulations and training for healthcare services.
- 4.4.1.11 **Organizational Chart** – Provide the current organizational chart for your company. A recommended organization chart for providing services can be found in **Attachment BB**. Using the chart provided in **Attachment BB**, provide a sample organizational chart, for your company, that would be used for this contract.
- 4.4.1.12 **Litigation History** - Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three 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.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

4.4.2 **Scope of Services Provided – (Maximum 35 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. **Some sections below require a written response and/or provide additional information.** Minimum must include the following:

Section	Scope of Service	Yes, Can Completely Comply	No, Cannot Comply or Provide
4.4.2.1	Awardee(s) shall provide all service requirements as stated in Attachment J.		
4.4.2.2	Medicaid Billing and Documentation – Awardee(s) shall bill Medicaid directly for healthcare services for medically fragile Medicaid eligible students assigned to them. Awardee(s) shall submit required documentation to obtain Medicaid approval from the appropriate approver immediately upon accepting the nursing assignment with a medically fragile Medicaid eligible student.		
4.4.2.3	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 requirement, student medication log progress notes, goals, plans of treatment and reports to and from physicians. Progress notes must reflect true intervals for services rendered.		
4.4.2.4	Staff Development – <u>Awardee(s) will describe, in detail, their plans to provide training and development regarding School Board policies and school’s health issues to their staff.</u>		
4.4.2.5	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 student, lack of adequate staffing, diagnosis of student or other types of preventable excuses.		
4.4.2.6	Business Associate Agreement: Awardee(s) must agree to the SBBC’s Business Associate Agreement Attachment H.		

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Completely Comply	No, Cannot Comply or Provide
4.4.2.7	Authorization of Healthcare Services: Awardee(s) will initiate healthcare services/training upon receipt of a <i>Healthcare Service Request Form</i> (HSR) from SBBC, Coordinated Student Health Services Department (CSHS) within twenty-four (24) hours or less. If the Awardee is unable to meet this twenty-four hour timeline they must notify CSHS as soon as possible. Awardee(s) assignments may be determined based on level of experience and training of Awardee's personnel.		
4.4.2.8	Completion of Care Plans: Awardee(s) shall complete the care plans by the 3 rd Wednesday of November for each year for the term of the contract. When a student is identified with chronic health condition(s) during the school year, Care Plans must be completed by the 3 rd Wednesday of each month from the start of the contract.		
4.4.2.9	Data Collection: The following forms must be completed by Awardee(s) and submitted by the 5 th of each month from the start of the contract: <ul style="list-style-type: none"> • Monthly Quality Improvement (MQI) (See Attachment X) • Diabetic Student Teaching (See Attachment S) • Medical Fragile Student Monthly Medical and Insurance Status Report (See Attachment U) • Medical Fragile Supervisory Quality Improvement (QI) Check List. (See Attachment V) • Clinic RN Supervisory School Visit (See Attachment N) • Clinic Daily Data Collection Worksheet (See Attachment O) • Clinic Monthly Data Collection Data Collection Form (See Attachment P) • Report of Medication Error (See Attachment W) • CSHS Incident Report (See Attachment R) 		
4.4.2.10	Contracted Agency Nurse Accountability Checklist: Awardee(s) is required to complete for each agency personnel before assignment of the nurse to the school health room and medical fragile student. See Attachment M		
4.4.2.11	Staff and Child Specific Trainings: Awardee(s) must complete staff and child specific trainings within thirty (30) days of the completion of the Care Plan.		
4.4.2.12	Communication Binder: Awardee(s) shall maintain communication binder in the health room in accordance with District protocol.		

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Completely Comply	No, Cannot Comply or Provide
4.4.2.13	Medication Management: Awardee(s) shall complete and submit a Corrective Action Plan within one week of the incident/occurrence to the Nursing Supervisor, Coordinated Student Health Services Department The corrective action must be resolved within thirty (30) days from date of corrective action is issued. (See Attachments Q and Z)		
4.4.2.14	Professional Development of Awardee's Staff: All Awardee(s) staff working in the behalf of Broward County Public Schools must attend professional development workshops held three (3) times per school year.		
4.4.2.15	RN Supervision Ratio: Awardee(s) must maintain a RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Awardee(s) must maintain a RN supervisory ratio of 1:10 for nurses assigned to medical fragile students for 1:1 nursing care. See Attachment BB		
4.4.2.16	Healthcare Staffing Coverage: Awardee(s) shall provide immediate staffing coverage for absence of nurse assign to a specific location. Nurses unable to fulfill their required assignment must first notify their agency supervisor and then the school.		
4.4.2.17	Required Nursing Activities: Awardee(s) shall provide the required nursing activities as designated in Attachment Y .		
4.4.2.18	Director of Nursing and Nursing Supervisors: Awardee(s) must attend monthly or as needed Director of Nursing meeting with Coordinated Student Health Services staff as required.		
4.4.2.19	Recommended Staffing Structure: Awardee is recommended to have a staffing structure to include a Director of Nursing and at least three (3) program managers for the supervision of daily operations, clinical oversight, professional development and problem solving of issues and concerns.		
4.4.2.20	Notification(s): Awardee(s) shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status or services for medical fragile and chronic health students. No transfer of services are permitted from one agency to another without CSHS authorization.		

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Completely Comply	No, Cannot Comply or Provide
4.4.2.21	Written Notification: Awardee(s) shall provide a thirty (30) day written notification to Coordinated Student Health Services if Awardee(s) is/are not able to continue providing services to student or school.		
4.4.2.22	Registered Nurse: Awardee's RN shall perform nursing assessment, create a plan of care and attend 504 and IEP meetings at assigned school, and any other required RN duties.		
4.4.2.23	Communication Process: All Healthcare Personnel assigned to the school health room or to medical fragile students must adhere to the following process. If an issue or concern arises, the Principal or Principal designee must be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services must also be notified immediately. The agency supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved then the agency supervisor must contact the Coordinated Student Health Services Department.		
4.4.2.24	It is each Awardee's sole responsibility for securing compliance with any applicable state and federally mandated requirements for health services.		
4.4.2.25	Awardee's nursing supervisor shall introduce school nurse and medical fragile nurse to school administrators and/or necessary school staff, and provide role and responsibilities of nurse upon assignment to the school or medical fragile student. Clinic nurses and nurses assigned to medical fragile students at the same school site must collaborate.		
4.4.2.26	School Health Plan: Awardee shall obtain a copy and be familiar with the current School Health Plan. (See Attachment CC)		
4.4.2.27	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.		

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Completely Comply	No, Cannot Comply or Provide
4.4.2.28	<p>Services: Awardee(s) shall perform specified duties and services under the general supervision of school or center's personnel. These duties may include, but are not limited to:</p> <ul style="list-style-type: none"> 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 		

4.4.2.30 **Additional Services** – Describe any additional services that Proposer is able to provide with relationship to the scope of this RFP.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.3 Cost of Services – (Maximum 20 allowable points):

Proposer must complete and submit the below listed matrix as originally stated. 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. **Proposer must provide a cost for all items stated below Item 1 through 6 in order to be considered for award.** There will be no minimum hours for billing allowed. **A not-to-exceed hourly cost stated below must be followed by Proposer. SBBC shall not contract with a Proposer whose cost exceeds the amount stated. If one item in the group exceeds the "not-to-exceed" hourly cost, then that item shall be disqualified. This is a group award and failure to meet (offer an hourly cost) for all the items below shall result in disqualification of proposal submitted.**

****Note: The cumulative hours stated below are 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 below are hours that will be used for all Awardees and are not the hours used for one awarded vendor.**

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 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 it is the lowest cost. Proposer B would receive (83% or 17 Points) and Proposer C would receive (66% or 13 Points).

TO BE AWARDED AS A GROUP

Item	Quantity	Types of Healthcare Services	Description	Single Cost per Hour	Total Cost
1.	1,116 Hours**	RN: Supervisors 1:10 school based nurses 1:10 acute care medical fragile nurses	Hourly rate for supervisors which includes substitutes. Cost not-to-exceed \$35.00/hr.	\$_____	\$_____
2.	304,878 Hours**	RN: Registered Nurse	Hourly Rate for RN's which includes substitutes. Cost not-to-exceed \$32.00/hr.	\$_____	\$_____
3.	258,075 Hours**	LPN: Licensed Practical Nurse	Hourly Rate for LPN's which includes substitutes. Cost not-to-exceed \$29.00/hr.	\$_____	\$_____
4.	50 Hours**	RT: Respiratory Therapist	Hourly Rate for RT's which includes substitutes. Cost not-to-exceed \$30.00/hr.	\$_____	\$_____
5.	198,090 Hours**	Un-licensed Assistive Healthcare Personnel	Hourly Rate for non-licensed assistive healthcare personnel which includes substitutes. Cost not-to-exceed \$17.00/hr.	\$_____	\$_____

(Continued)....

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.3 Cost of Services

TO BE AWARDED AS A GROUP

Item	Quantity	Types of Healthcare Services	Description	Single Cost per Hour	Total Cost
6.	2,000 Hours**	Training	Hourly Rate for training SBBC staff with a maximum of 40 participants 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 not-to-exceed \$15.00/hr. SBBC will accept "No Charge" for Training.	\$ _____	\$ _____

TOTAL COST (ITEMS 1 THROUGH 6).....\$ _____

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.4.4 **M/WBE Participation: (Maximum 10 allowable points):** SBBC's Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (M/WBE) Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned, operated and controlled by minorities or women. M/WBE vendors that are participating on this project must be listed on the M/WBE Participation Form located in **Attachment A3** of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprises in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

<u>M/WBE Information:</u> Proposer will be evaluated and points awarded based on the evaluation criterion 4.4.4.1, 4.4.4.2, and 4.4.4.3 depending on the information submitted by the Proposer.		Maximum Points
4.4.4.1	Identify the M/WBE firm(s) who will be working with you on this engagement (see Attachment A3* , M/WBE Participation). Indicate the extent and nature of the M/WBEs work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm(s) in connection with this Proposal. Provide proof, in writing, that each proposed firm to be utilized as an M/WBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time of proposal submission will not count towards M/WBE goal attainment. <u>If you will not have M/WBE Participation, add Proposer's name and state N/A on the form and return it with your Proposal.</u>	10
4.4.4.2	Proposer shall provide staff diversity information by completing and submitting Attachment A2 , Employment Diversity Statistics.	0
4.4.4.3	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	0
	TOTAL POINTS	10
	*The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report) (see Attachment A1) to the Supplier Diversity & Outreach Program, which will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s). <u>State your willingness to comply with this requirement.</u>	
	Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <u>State your willingness to comply with this requirement.</u>	

5.0 EVALUATION OF PROPOSALS (Continued)

5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	35
B. Scope of Services	35
C. Cost of Services	20
D. Supplier Diversity & Outreach Program	<u>10</u>
TOTAL	100

The SBBC shall award a maximum of ten (10) points for M/WBE Participation as listed in the *10-Point Table for M/WBE Participation* below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form.

10-Point Table for M/WBE Participation	
≥ 25%	10 Points
≥ 23%	9 Points
≥ 21%	8 Points
≥ 19%	7 Points
≥ 17%	6 Points
≥ 15%	5 Points
≥ 13%	4 Points
≥ 11%	3 Points
≥ 9%	2 Points
≥ 7%	1 Point

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

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 responsive proposal is received, the Committee will proceed without scoring the one 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."

5.2 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.

5.0 EVALUATION OF PROPOSALS (Continued)

- 5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

PLEASE READ CAREFULLY BELOW

- 5.4 **Award:** SBBC intends to make an award only to the **three highest-ranked Proposers** that has complied with the terms, conditions, negotiations, and requirements of the overall RFP. After the conclusion of negotiations, the recommended award(s) would be made for the services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment "E"**) shall be prepared for execution by the Awardee and The School Board, 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. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval of this RFP, by the School Board, shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

6.0 SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, February 16, 2017** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: RFP 18-002V - Healthcare Services

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (all clearly marked as "original") will constitute the original governing documents. The electronic version in PDF Format on CD/flash drive and **10 copies** (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-002V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. All completed proposals must be submitted in sealed packaging (package, box, etc.) with the RFP number and the Proposer's company name clearly typed or written on the exterior of package.

- 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 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 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 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.

6.3 INSURANCE REQUIREMENTS

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 **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).
- 6.3.3 **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.
- 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 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)
- 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.

6.0 SPECIAL CONDITIONS (Continued)

6.3 INSURANCE REQUIREMENTS (Continued):

- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. 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. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 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:
The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
(*Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.
- 6.3.9 **The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this contract.**

6.4 AWARDEE 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 herein after 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 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.
- 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 work space, 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 over payment, the Awardee 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 over payments (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 as well as the over payments by SBBC.

6.5 W-9 FORM:All Proposers are requested to complete the attached W-9, **Attachment C**, and submit with their Proposal.

6.6 FLORIDA BIDDER'S PREFERENCE: General Condition 7.2.4 does not apply to this RFP as no personal property is being purchased.

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 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 VENDOR, 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" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, 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 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 with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. 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 (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. 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 opinion should permit SBBC's reliance on such 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 proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements 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 AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on 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 and 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)

7.0 GENERAL CONDITIONS (Continued)

- 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, 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 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 required sample(s) or to clearly identify samples as indicated may be 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 actual date of delivery is specified (or specified delivery cannot be met), show 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 and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal 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 are 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 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 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.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from 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 product at Awardee's expense.

7.0 GENERAL CONDITIONS (Continued)

- 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 Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment 1 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. 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.
- 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 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. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five 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 **DISPUTES:** 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.
In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both 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 **ANTI-DISCRIMINATION:** 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 Executive Director, Benefits, Employment Services & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

7.0 GENERAL CONDITIONS (Continued)

- 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, shop worn, demonstrator, prototype or other type 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 a 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 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 Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to **Coordinated Student Health Services (CSHS), The School Board of Broward County, 1400 N.W. 14th Court, Fort Lauderdale, Florida 33311**. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance.
- 7.28 **DELIVERING TO MATERIALS LOGISTICS 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 desirable 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 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 and 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 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.
- 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.

7.0 GENERAL CONDITIONS (Continued)

- 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. Address for submitting invoices is included on 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. 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 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. **M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal.** For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
- 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 requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. 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 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 a 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.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **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 year from 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.

7.0 GENERAL CONDITIONS (Continued)

- 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 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 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.
- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **March 8, 2017 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and 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 is 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 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). (See Special Conditions of the RFP)

7.0 GENERAL CONDITIONS (Continued)

- 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 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 may be 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 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 Purchasing Agent identified in this competitive solicitation or his/her designee or such other person identified in writing by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of 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 thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at 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.
- 7.53 **SEVERABILITY:** In case of any one 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.

7.0 GENERAL CONDITIONS (Continued)

- 7.54 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure 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.
- 7.55 **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.
- 7.55 **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 year after resignation or retirement or expiration of their term of office.
- 7.56 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for 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 application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and 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. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

- 7.57 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.
- 7.58 **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.

7.0 GENERAL CONDITIONS (Continued)

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.

- 7.59 **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Proposers in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Proposer that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for RFP documents or other materials submitted by a Proposer be submitted, SBBC shall notify the contact person identified in the proposal of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this RFP shall be deemed as Bidder's consent to the foregoing conditions.

- 7.60 **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. 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.

- 7.61 **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 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.

ATTACHMENT A

- A1 Monthly M/WBE Subcontractor Utilization Report
- A2 Employment Diversity Statistics
- A3 M/WBE Participation

Proposer's Company Name: _____



The School Board of Broward County, Florida
 Supplier Diversity & Outreach Program
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, FL 33351
 (754) 321-0505 ~ Fax (754) 321-0534

Monthly M/WBE Subcontractor Utilization Report

The timing of the reports must coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE vendor.

Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. The prime vendor shall maintain the level of M/WBE utilization as established in the M/WBE Utilization Plan, agreement, or any subsequent amendments. The M/WBE Utilization Report shall include all Work under the contract agreement, including amendments, change orders, and work orders. Failure to comply with the M/WBE requirements of this contract agreement will be considered a material breach of contract agreement.

PRIME VENDOR INFORMATION

NAME & ADDRESS OF PRIME VENDOR:	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % TO MINORITY/WOMEN
RFP Number: 18-002V RFP Title: Healthcare Services					

M/WBE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	M/WBE CONTRACT AMOUNT	AMOUNT PAID TO VENDOR THIS REPORTING PERIOD	TOTAL AMOUNT PAID TO DATE	% OF TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature: _____ Date: _____
 (Signature)

Printed Name: _____ Title: _____

Phone #: (____) - _____ Email: _____

Employment Diversity Statistics

Proposer's Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
% of Total Workforce											

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
PARTICIPATION FORM**

Proposer's (Company) Name: _____

Complete the following information on the proposed M/WBE participation on this contract. Total percentage should not exceed 100%. If proposer is an M/WBE, proposer should be listed below. If proposer is not an M/WBE, percentage should not equal 100% unless the total work (100%) to be performed under this contract will be subcontracted to M/WBEs.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation for this contract
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		

FOR INFORMATION ON M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE
 SUPPLIER DIVERSITY & OUTREACH PROGRAM OFFICE (754) 321-0550, OR ONLINE AT
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

ATTACHMENT B

Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

The School Board of Broward County, Florida
RFP 18-002V - HEATHCARE SERVICES

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

In accordance with General Condition 7.12, 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

03/28/13

ATTACHMENT C

W-9 Form

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT D

Drug-Free Workplace

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
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).
4. In the statement specified in subsection (1), 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 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 _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

ATTACHMENT E

Sample Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, 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 OTHER PARTY
(hereinafter referred to as “VENDOR”),
whose principal place of business is
[insert their address here].

WHEREAS, *[insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]*; and

WHEREAS, *[you may use as many of these recitals or “whereas clauses” as necessary to express the parties’ purposes and objectives]*.

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 _____, 20__ and conclude on _____, 20__. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

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

- First: This Agreement, then;
- Second: Addendum No.____, then;
- Third: RFP Number and Title
- Fourth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule (Costs may be stated here or on an Attachment)

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

OR

2.04 **Services.** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in Attachment _____. (See 3.17)

2.08 **M/WBE Participation.** VENDOR is a Certified MBE (Type) with SBBC, Certificate #7007-_____.

OR

2.08 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. VENDOR has agreed to utilize _____ (M/WBE firm), Certificate #_____ to provide _____ (products/services).

OR

As consideration for being awarded this contract agreement, *Insert Name* shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. *Insert Name* will identify the M/WBE firm that provide a commercial useful function products and/or services in performing this contract agreement.

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

OR

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

Add to Contract Memo info that administrators must make certain that no student info is shared with other party in violation of FERPA.

2. **Studies Conducted for SBBC.** Under the terms of this Agreement, *Insert Name* will be conducting studies for, or on behalf of SBBC, to: (a) develop, validate or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. The purposes and scope of the study/studies are described as follows: _____. SBBC may disclose personally identifiable information from an education record of a student to *Insert Name* in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to *Insert Name* is described as follows: _____. *Insert Name* agrees that Agreement with (*Insert Party Name*)

the study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than the representatives of *Insert Name* that have legitimate interests in the information. The study shall commence _____ and conclude _____. *Insert Name* agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. *Insert Name* acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

2. **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

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

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

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

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

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

Agreement with (*Insert Party Name*)

ARTICLE 2 – SPECIAL CONDITIONS

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

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

2. 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: *Insert Job Title of District Representative*
Insert Address of District Representative

To VENDOR: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

With a Copy to: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

2. Background Screening. VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR’s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

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

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall

preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative,

contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **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.

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

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

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

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

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

3.17 **Incorporation by Reference.** **Attachment(s)** _____ attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

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

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

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

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

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

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

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

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

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

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

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

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
_____, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Office of the General Counsel

[

FOR VENDOR

(Corporate Seal)

*Insert Full Legal Name of the Corporation,
Agency or Other Legal Entity*

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

ATTACHMENT F

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

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

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>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (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 18-002V
RFP Number

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

Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION

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 voluntarily 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.

ATTACHMENT G

ACH Payment Agreement Form



The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: _____

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
VENDOR AREA:		
Remittance Confirmation: (select one) _____	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
Federal Identification No. Vendor _____	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature (Primary) and Business title: _____ Date: _____

Authorized Signature (Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT H

Business Associate Agreement

HIPPA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“*Agreement*”) is made and entered into as of this _____ day of _____, 20____ (the “*Effective Date*”), by and between

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

and

INSERT NAME OF OTHER PARTY
(hereinafter referred to as “*Business Associate*”),
whose principal place of business is
[insert their address here]

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a “business associate”, as the term is defined at 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 coverage subject to regulation under the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”), 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 HIPPA, the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), the Omnibus Rule of 2013, and the 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”).

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/or disclosure of PHI and the security of 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.

RFP 18-002V

Page 1 of 13 Pages

- (b) “**Business Associate**” shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.
- (c) “**Designed 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 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) “**HIPPA**” means Health Insurance Portability and Accountability Act of 1996.
- (f) “**HITECH Act**” means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (g) “**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).
- (h) “**Minimum Necessary**” means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (i) “**Omnibus Rule**” means the HIPPA Omnibus Rule of 2013.
- (j) “**Privacy Rule**” shall mean the Standards of Privacy of Individuals Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164, subparts A and E.
- (k) “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. §130.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (l) “**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
- (m) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (n) “**Security Rule**” shall mean the Standards for Security of ePHI as set forth 45 C.F.R. Parts 160 and 164 Subpart C.
- (o) “**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 HIPPA or HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPPA 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 substantially the same form as Exhibit A, hereto.
- (e) Business Associate shall promptly inform SBBC of a Breach of Unsecured PHI following the first day on which Business Associate knows of such Breach or following the first day on which Business Associate should have known 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 by 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 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 HIPPA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide access, at the requires of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set that is not also in SBBC's possession, to SBBC in order for SBBC to meet the requirements under 45 C.F.R. §164.524.
- (i) Business Associate agrees to make PHI available for amendment and incorporate all amendments to PHI in a Designated Record Set that SBBC directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of SBBC or an Individual 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 a request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for the 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 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 in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC as previously agreed to by the parties (the “Service Agreement”) provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited in 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 for 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 in 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
- (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 with ten (10) business days prior written notice to Business Associate to audit Business Associate from time-to-time to verify Business Associate compliance with the terms of this Agreement. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate 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 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 and confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.

- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined 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 later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including “Business Associate”.

6. Compliance with EDI Rule.

Business Associate agrees that, on behalf of SBBC, it will perform all transactions for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of SBBC.

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 HIPPA.

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 HIPPA in general, shall be deemed to amend this Agreement to incorporate said changes without further action.

8. Amendment.

The parties agree to take any and all actions necessary to amend this Agreement from time to time so that SBBC is in compliance with the Privacy Rule, the Security Rule, the HITECH Act, and HIPPA in general. The parties may agree to amend this Agreement from time to time in other respect that 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 as of the Effective Date and shall remain in effect until such time as SBBC exercises its right to 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 of such breach to Business Associate, 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, for example, if SBBC makes illegal demands on Business Associate, 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 Covered Entity.

- (d) ***Effect of Termination.*** Except as set forth in this Section 9(d), upon termination of this Agreement for any reason, at the request of SBBC, 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. In the event that Business Associate determines that returning or destroying the PHI is infeasible, such as in the use of data aggregation, Business Associate shall provide to SBBC written notification of the conditions that make return or destruction infeasible. If 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 make the return or destruction infeasible, 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 while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate 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 property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS**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 waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

12. No Third Party Beneficiaries.

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

13. Non-Discrimination.

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

14. Records.

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

15. Preparation of Agreement.

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

16. Waiver.

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

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, FL 33301

With a Copy to:

(Insert Name of Relevant Administrator)

(Insert Name of Relevant Department)

(Address)

(Address)

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:

(Name of Other Party)

(Address)

(Address)

With a Copy to:

(Name to be Provided by Other Party)

(Address)

(Address)

22. 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.

23. 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.

24. 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. The person signing on behalf of "Business Associate" has authority to bind "Business Associate" with respect to all provisions contained in this Agreement.

25. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

26. **Regulatory References.**

A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA in general means the referenced section or its successor, and for which compliance is required.

27. **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.

28. **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.

29. **Interpretation.**

Any ambiguity in this Agreement shall be interpreted in a manner that permits SBBC to comply with the Privacy Rule, Security Rule, the HITECH Act, HIPPA in general an any subsequent legislation or regulations otherwise affecting Business Associates.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Approved as to Form and Legal Content:

Office of the General Counsel

FOR BUSINESS ASSOCIATE

Signature

Print Name and Title

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ who is personally known to me or who produced _____ as identification and who did / did not first take an oath this _____ day of _____, 20____.

My Commission Expires:

Signature – Notary Public

Notary’s Printed Name

Notary’s Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and _____ (Business Associate). Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

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

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT I

References



The School Board of Broward County, Florida
REFERENCES

Vendor Name: _____

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

Reference 2 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

Reference 3 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

Reference 4 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

Reference 5 –

Name of Firm: _____ Contact Person: _____
 Phone #: _____ Email: _____
 Date of Service: _____ Cost of Service: _____
 Address: _____

Scope of Work:

ATTACHMENT J

Healthcare Service Requirements

HEALTHCARE SERVICE REQUIREMENTS

I. HEALTHCARE PERSONNEL & GENERAL INFORMATION

- A. **Licensed Personnel:** Awardee(s) shall provide RNs, LPNs, and RTs who are professionally and currently licensed in compliance with Florida law(s). **Awardee(s) providing RNs, LPNs, and RTs with an expired license (or suspended license and/or certification), 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 professional standard of care and comply with all medical and ethical requirements imposed by the State of Florida and any other applicable federal, state, or local regulatory agencies.

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

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

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

- E. **Reports and Documentation:** 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 medical fragile students and submit to CSHS by the required date. These records may include, but are not limited to, daily and weekly logs, SBBC required health forms, IEPs, 504 plans, physician's authorizations for medications and services, plans of care and other records. These reports shall be available for review by SBBC personnel.

- F. **Healthcare Supervision:** Awardee(s) shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. RN supervisors shall complete and submit Quality Improvement Reports to CSHS monthly and any documentation requested by the Director of Coordinated Student Health Services. Supervision is to be provided and documented as follows:

- 1) For the RN/HST program 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, on-site school classrooms, and medical fragile student, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.

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

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 prior to assignment. Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only. No excessive jewelry i.e. large earrings, large necklace, multiple bracelets and rings, and no hats
- J. **Attendance/Punctuality:** All healthcare personnel are to call their agency as soon as they know that they will not be available for a scheduled shift or will be late. Awardee(s) shall contact the school or center regarding their employee's absence or late arrival and plans for healthcare substitution for that day. Time in and out is to be recorded using SBBC's Kronos system.
- K. **Changes in Services:** Awardee(s) shall provide SBBC with all changes of services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days' notice of any reduction and/or changes in the amount of services.
- 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 Coordinated Student Health Services Department or through SBBC's website: <http://www.browardschools.com/calendar/calendars.htm>
- M. **Open Purchase Orders:** Receipt of open orders does not authorize the release of any services. For all open orders, services shall be ordered on an as needed basis through the use of a Health Services Request Form or phone request. The Health Services Request Form is used by school staff to request nursing services. Coordinated Student Health Services reviews this form to determine the need for nursing services and the appropriate placement of services. Services performed as a result of an open order, where an order form has not been released or approved, shall not be accepted and no cost shall be incurred by SBBC.
- N. **Billing Instructions, Time Keeping and Payment of Invoices:** Invoices, unless otherwise indicated, must show complete purchase order number and work performed, shall be submitted to: **SBBC, Exceptional Student Education and Support Services (ESE/SS), 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311.** ESE/SS shall submit approved invoices for payment to Accounts Payable Department. **DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT.** Services are required in accordance with the school day schedule and Awardee(s) may only bill only for actual hours worked. 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 L.**

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 provided. (See Section 4.4.2.3)

HEALTHCARE SERVICE REQUIREMENTS

At the beginning of each school year, specific billing instructions are presented to the Awardee(s). Awardee(s) must attend this presentation and make adjustments (if necessary) to their invoicing/billing process to accommodate the billing and payment process of SBBC containing all of the information found in **Attachment AA**. Awardee 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. 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 T**.

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

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

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

II. HEALTHCARE PERSONNEL & GENERAL INFORMATION

Response to invoice discrepancies from Awardee(s) must be submitted to ESE/SS within five business days from date of request, otherwise invoices shall be paid as determined by ESE/SS and no future requests by Awardee(s) for additional payment shall be honored.

III. HEALTHCARE DOCUMENTATION: Awardee(s) is required to document care and services on approved SBBC forms or electronic media. These forms or electronic media may be updated or modified at anytime and additional forms added at any time by Coordinated Student Health Services. These forms can be found on the Coordinated Student Health Services Department's website: <http://www.browardhealthservices.com/forms/>. It is the 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 the physician and parent/guardian is required for agency personnel to deliver medications/treatments to students.

HEALTHCARE SERVICE REQUIREMENTS

- B) **Student Medication Log:** A "Student Medication Log" must be created monthly by healthcare personnel and used for any student with orders for medication(s). Awardee's healthcare personnel are to initial, date and time of every dose of medication administered. A full signature and discipline is to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary.
- C) **Diabetes Authorization of Medication/Treatment:** A "Diabetes Medication/Treatment Authorization" form signed by the physician and parent/guardian is required for Awardee's personnel to deliver medications and treatments to students with Diabetes.
- D) **Daily Diabetic Log:** Awardee(s) must use the "Daily Diabetic Log" for student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note must be clear and contain clear documentation as to the services provided.
- E) **Healthcare Notes:** Copies of all healthcare/nurses notes for medical fragile students must be given to the student's school at the end of the school year. These notes must be placed in the students CUM Health Record folder. If there is a termination of services the copies must be given to the school at the time of termination. Awardee(s) shall utilize SBBC healthcare notes for documentation of services provided to students receiving direct healthcare services
- F) **Student Healthcare Plan:** Awardee(s) shall provide a written Individualized Healthcare Plan (IHP) / Emergency Action Plan (EAP) for students that are reviewed and signed by Awardee's RN. The plans shall be placed in the student's health record in the health room. A copy of the student care plan must be provided the principal/designee. The EAP is to be reviewed with school staff by the Awardee's RN and a copy provided to 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.
- G) **Student Clinic Pass:** Awardee(s) shall utilize SBBC "Student Clinic Pass" to document the health complaint and treatment provided to students who visit the clinic. The Student Clinic Pass is filed in the student's cumulative health folder.
- H) **Daily Clinic Log:** Awardee(s) shall utilize SBBC "Daily Clinic Log" to record required information for students who visit the clinic on a daily basis. The clinic logs are filed together in a labeled box (by school year) at the end of the year and placed in storage.
- I) **Monthly Summary Log and Data Collection Forms:** Awardee(s) shall complete the Florida Department of Health-Broward Monthly Summary Log and Data Collection Forms on a monthly basis and submit to the Florida Department of Health School Health Program manager

ATTACHMENT K

Roles and Responsibilities for Direct Care
Healthcare Provider to Student Ratio

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

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

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 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.

ATTACHMENT L

District Approved Time Sheets

AGENCY TIME SHEET

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

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

Client Name (If Applicable): _____ Circle Type of Care Providing: Clinic Direct Care to Student (1:1)

Day of Week	Date	Time In	Time Out	Number of Hours Worked	Initials of School Staff Verifying Time	Signature and Position of School Staff Verifying Time	Name of School
Monday		_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Tuesday		_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Wednesday		_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Thursday		_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Friday		_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

Employee Signature: _____

Total Number of Hours Worked: _____

RN Supervisor for HST Signature: _____

Agency Administrator Signature: _____

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

Week Beginning On: _____

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

School Name: _____

Client Name: _____

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

Total Number of Hours Worked: _____

Employee Signature

Agency Nursing Administrator Signature

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

Revised: 112916

ATTACHMENT M

Contracted Agency Nurse's Accountability Checklist

**Broward County Public Schools
Coordinated Student Health Services**

Contracted Agency Nurses Accountability Checklist

AGENCY NAME: _____ DATE: _____

SCHOOL: _____

NURSING SUPERVISOR: _____

NURSE: _____

PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
SCHOOL HEALTH ROOM <ul style="list-style-type: none"> • Basic First Aid List • First Aid Emergency Kit • CPR/AED Trained Personnel • AED Readiness/Inventory Log 			
DOCUMENTATION <ul style="list-style-type: none"> • Maintains confidentiality (FERPA) • Clinic logs and passes • Student’s medication log • Individual Health Care Plans • Emergency Care Plans • Quarterly QI Checklist • 504 students 			
COMMUNICABLE DISEASE <ul style="list-style-type: none"> • Guidelines for Communicable Disease Control • In Schools • Reportable Disease/Conditions in Florida • BCPS Infection Control Guidelines 			

Contracted Agency Nurses Accountability Checklist

<p>PROCEDURE</p>	<p>Performs activity in accordance to policy and procedure guidelines</p>	<p>Does not perform activity in accordance with policy and procedure guidelines</p>	<p>Requires further instruction and supervision</p>
<p>CHILD ABUSE AND NEGLECT</p> <ul style="list-style-type: none"> • Recognizing Child Abuse • Reporting Child Abuse 			
<p>HEALTH RESOURCES</p> <ul style="list-style-type: none"> • Community Health Resources Parent Guide 			
<p>ANAPHYLAXIS</p> <ul style="list-style-type: none"> • Administration of Epinephrine Auto Injector • Caregiver Epi-Pen Kit List 			
<p>ASTHMA</p> <ul style="list-style-type: none"> • Metered Dose Inhaler Administration • Nebulizer Administration 			
<p>DIABETES</p> <ul style="list-style-type: none"> • Blood Glucose Monitoring • Ketone Testing • Carbohydrate Counting • Insulin Injection via Pen or Syringe • Insulin Pump Procedures • Diabetic student Teaching Skills Record 			
<p>CORE HEALTH REQUIREMENTS</p> <ul style="list-style-type: none"> • Emergency Preparedness • Medication Administration • Health Room • Health Screenings • Immunization Compliance • Universal Precautions 			

Contracted Agency Nurses Accountability Checklist

PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
SEIZURES <ul style="list-style-type: none"> • Diastat Administration • Caregivers Diastat Kit List • Seizure Log 			
HEALTH ROSTER <ul style="list-style-type: none"> • Identifying Students with chronic Health issues • Developing a Plan of \ Care 			

Corrective Action Plan needed	YES _____	NO _____
--------------------------------------	-----------	----------

Comments:

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

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

District Chronic Health Nurse Comments

Signature: _____

Date: _____

PROCEDURES

- ✚ All agency nurses assigned to Broward County Public Schools are required to have a Nurses Accountability form completed by the Nursing Supervisor.
- ✚ A copy of the Nurses Accountability form must be kept in the communication binder in the health room.
- ✚ Forms must be submitted to District Chronic Health Nurses within the first 2 weeks of the start of the new school year, within the first 2 weeks in January upon returning from winter break.
- ✚ All newly hired agency nurses are required to submit form completed by the Nursing Supervisor within 1 week of start date.
- ✚ Fax all forms to 754-322-6690 ATTN: Lisa Stern or Julie Orr.
- ✚ District Chronic Health Nurses shall review checklist and address any concerns with the Agency supervisor.
- ✚ District Chronic Health Nurses shall conduct periodic site visits to review checklist with agency nurses.
- ✚ If there are concerns, the agency supervisors are required to submit a Corrective Action Plan within 1 week.

ATTACHMENT N

Clinic RN Supervisory School Visit

ATTACHMENT O

Clinic Daily Data Collection Worksheet



Coordinated Student Health Services
 Marcia Bynoe, Director

Clinic Daily Data Collection Worksheet

School Name: _____ Agency: _____ Month: _____

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

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

ATTACHMENT P

Clinic Monthly Data Collection Worksheet



Coordinated Student Health Services
 Marcia Bynoe, Director

Clinic Monthly Data Collection Form

School Name: _____ Agency: _____ Month: _____

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

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

ATTACHMENT Q

Corrective Action Plan



Coordinated Student Health Services
 Marcia Bynoe, Director

Corrective Action Plan

School _____ Agency _____ Date _____

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

 Employee Name/Title

 Employee Signature/Date

 Supervisor Name/Title

 Supervisor Signature/Date

Reviewed by Coordinated Student Health Services:

 Name/Title

 Signature/Date

ATTACHMENT R

CSHS Incident Report

Broward County  Public Schools

Coordinated Student Health Services

Marcia Bynoe, Director

CSHS Incident Report

Date: _____ Time: _____

Student: _____ School: _____

Agency: _____ Employee Name/Title: _____

Supervisor of Employee/Title: _____

Concern: _____

Documentation of communication: _____

Outcome: _____

Plan for follow-up: yes/no _____

Signature & Title: _____

Reviewed by Coordinated Student Health Services on: _____

7/2015

ATTACHMENT S

Diabetic Student Teaching Skills Record

Month/Year: _____

Agency: _____

Diabetic Student Teaching Skills Record

Student Name: _____

School: _____

Grade: _____

Parent/Guardian: _____

Phone Number: _____

Learning Barriers: Yes ___ No ___ (If yes, check all that apply below)

Age ___	Emotional/Psychosocial ___	Lifestyle change ___
Language ___	Motivation ___	ESE ___
Financial issues ___	Altered Family Process ___	Other ___
Learning Disability ___	Ineffective coping	

Student Checklist

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

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

Comments: _____

Nurse Name (Print): _____

Nurse Signature: _____

ATTACHMENT T

Kronos Time Clock User Account Agreement

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 U

Medical Fragile Student Monthly Medical
and Insurance Status Report

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

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

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

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

Student Absences

Total Days absent for the month: _____

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

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

Other: _____

Nursing Agency

Nursing Agency Assigned: _____

Nurses Assigned (Name/Title): _____

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

Insurance Information

Name of Insurance: _____ **Expiration Date:** _____

Any insurance/payment concerns: _____

Medical Status

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

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

Agency RN Printed Name _____ Signature _____ Date _____

CSHS Review/Comments: _____

CSHS Nurse _____ Date _____

ATTACHMENT V

Medical Fragile Supervisory QI Checklist

Coordinated Student Health Services
Marcia Bynoe, Director

MEDICAL FRAGILE SUPERVISORY QI CHECKLIST

SUPERVISOR NAME:	DATE:		
Nurse' Name:	Agency:		
Nurse Presentation	YES	NO	F/U
Attire Appropriate for school			
Wearing vendor badge			
Carrying necessary equipment:			
Stethoscope			
Pen light			
Scissors			
Pulse Oximeter			
Blood Pressure Cuff			
Student's Medical Equipment			
Has all needed medical equipment as listed on the Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment 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			
Careplans are present and reflect all diagnoses			
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			
School:			
IEP reflects how students medical status impacts their education			
ESE specialist is familiar with assigned nurse			
Principal/Asst. Principal is familiar with assigned nurse and nursing supervisor			
Assigned nurse reports to assigned RN in school's clinic daily			

Plan for above deficiencies: _____

(Use lined page for further documentation)

Date of expected correction(s)(2 weeks maximum): _____

 RN name/Signature

Date

ATTACHMENT W

Report of Medical Error

Report of Medical Error

Name of School: _____

Name of Student: _____

Birth Date: _____

Date and time of error: _____

Name of person administering medication: _____

Name of medication and dosage prescribed: _____

Describe circumstances leading to error: _____

Type of Error: _____

Describe action taken: _____

Persons notified of error:

Name

Date

Time

Principal: _____

Parent: _____

Physician: _____

Health Education Services: _____

Other: _____

Signature (person completing incident report)

Follow-up information if applicable: _____

Original: Principal/Cumulative Health Folder

Copy: School Nurse

Copy: Coordinated Student Health Services

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

ATTACHMENT X

Monthly Quality Improvement Report

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

School: _____ Date: _____

Agency/SBBC: _____ Nurse: _____

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

Administrative Issues	Yes	No	N/A
Standardized health room log used (no notes or individually identifiable health information)			
Health treatment protocols for management of chronic and complex conditions and emergency procedures are readily available			
Administrative protocols and references are available			
Policy for reporting and documenting medical errors is available			
Core Monitoring posters located in office and clinic			
Medication Administration (s. 1006.062, F.S.; Ch. 64B9-14, F.A.C.)	Yes	No	N/A
School District Medication Policy available onsite			
2-Unlicensed Assistive Personnel (UAP) are designated by school administrator			
<ul style="list-style-type: none"> • Training of UAP documented/posted (every 2 years) • Periodic monitoring of UAP documented • Names of trained UAP are in the Clinic Communication Binder 			
Parental permission (signature) on file for each medication authorization form			
Documentation of counting medication (initial & refills) when received			
Medications stored in original container with original pharmacy label, not expired			
Medications stored in locked cabinet or locked in refrigerator (or lock box)			
OTC medication labeled with students name, not expired			
Expired medications stored in labeled container in separate locked cabinet			
Parent/Risk Management notified of expired Medication, not removed by parent			
Individualized student medication record in use			
Procedure to identify no-show students			
Medication received match the medication listed on the Physician Authorization Form?			
When receiving new M.D. orders are the previous orders discontinued ?			
Scheduled medications given within the correct time frame?			
Emergency Preparedness (CH 64F-6.004, F.A.C.)	Yes	No	N/A
Student emergency health information records are readily available to staff			
Procedure to report accidents and injuries in use			
Current CPR/First Aid/AED certification (health room staff & 2 additional school staff) and current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 911 emergency poster throughout the school			
First aid supplies and emergency equipment available, and not expired. (see School Health Guidelines, Section IV, Chapter 21 for recommendations)			
AED unit is properly maintained with documentation bi-weekly			
Documentation that Blood Borne Pathogens DVD has been viewed by staff			

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

Comments: _____

Clinic Reviewed By (Please Print): _____

Signature: _____ RN LPN Nursing Supervisor CSHS

Rev113016

ATTACHMENT Y

Nursing Activities

Coordinated Student Health Services

Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

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

Coordinated Student Health Services
Nursing Activities

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

11/16

ATTACHMENT Z

Request for Corrective Action Plan

ATTACHMENT AA

Sample Invoice

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:

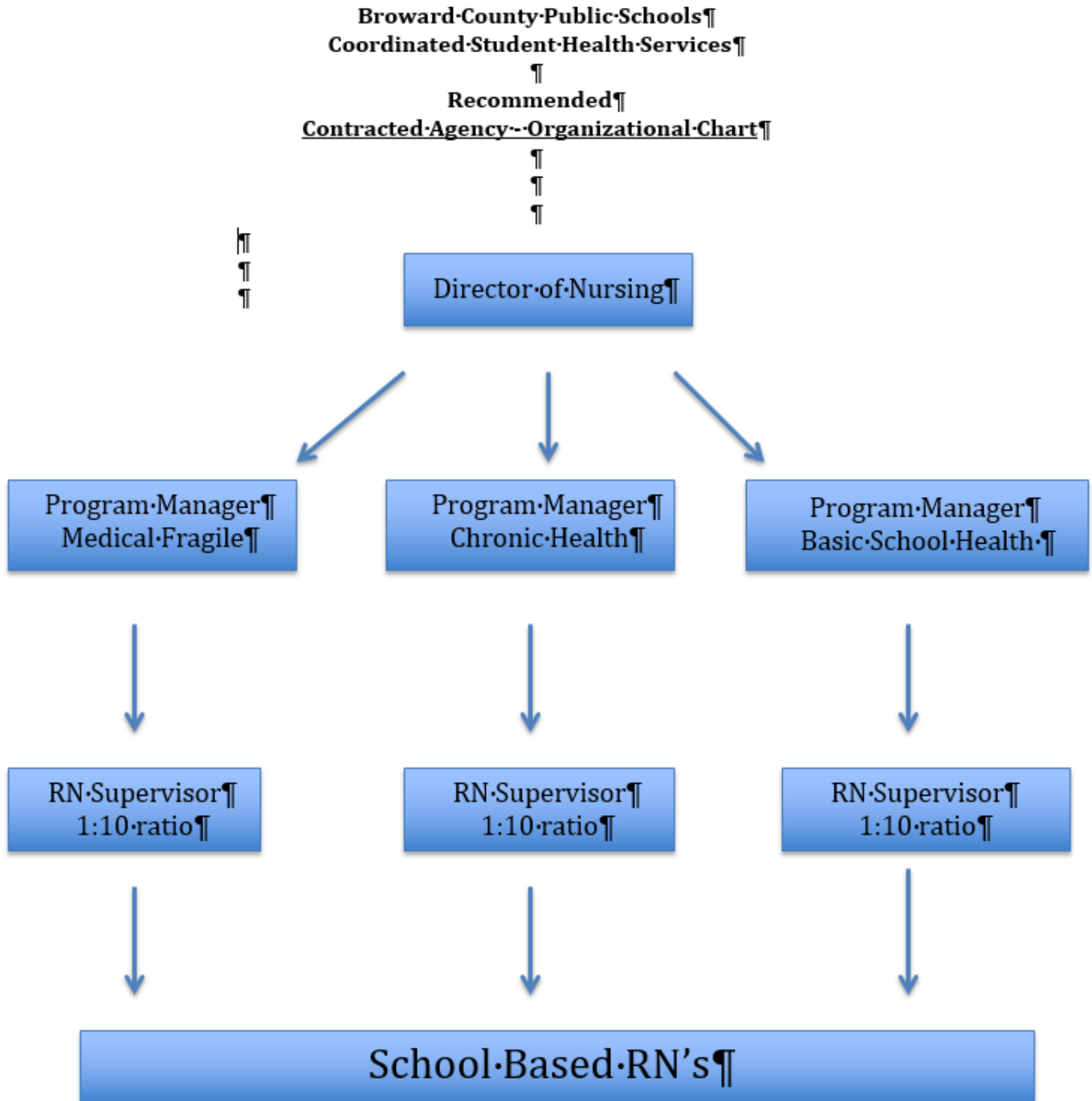
ABC Company
 Address
 City, State, Zip

Tax ID#

THANK YOU FOR YOUR BUSINESS

ATTACHMENT BB

Recommended Contracted Agency Organizational Chart



ATTACHMENT CC

School Health Plan

School Health Plan can be found at the following link:

Agenda F-2, 10/05/16

[http://bcpsagenda.browardschools.com/agenda/01118/Item%20F-2%20\(28705\)/index.html](http://bcpsagenda.browardschools.com/agenda/01118/Item%20F-2%20(28705)/index.html)

ATTACHMENT DD

Statement of "No Response"

ATTACHMENT DD, 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.

RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

√	Reasons for "No Response":
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Request for Proposal.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____