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



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

The School Board of Broward County, Florida

Donna P. Korn, Chair Dr. Rosalind Osgood, Vice Chair

January 10, 2020

Lori Alhadeff Robin Bartleman Heather P. Brinkworth Patricia Good Laurie Rich Levinson Ann Murray Nora Rupert

Robert W. Runcie Superintendent of Schools

ADDENDUM NO. 1 RFP # FY21-008 HEALTHCARE SERVICES

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

- 1. Attached are responses to the questions received.
- 2. DELETE: Page 9 of 115 Pages DELETE: Page 27 of 115 Pages DELETE: Page 32 of 115 Pages DELETE: Section 4.2 of Page 10

INSERT: Page 9 of 115 Pages – REVISED – INSERT: Page 27 of 115 Pages – REVISED -INSERT Page 32 of 115 Pages – REIVSED – INSERT: Page 10A to replace Section 4.2

<u>Please read over this Addendum carefully</u>. Page 10A as stated above will need to be returned with your submitted proposal.

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 #FY21-008 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

Enclosures



> <u>QUESTION #1</u>

How many students in the District received nursing services this past year?

ANSWER TO QUESTION #1

233,440 students received nursing services this past year

QUESTION #2

How many students need one to one constant monitoring?

ANSWER TO QUESTION #2 Currently 158

QUESTION #3

How many vendors are currently being utilized by the district?

ANSWER TO QUESTION #3

There are three (3) vendors being utilized in the District. 1) Integrity Health Services, 2) Sierra Lifecare, Inc., 3) Maxim Healthcare Services, Inc. Broward Children's Center is also being utilized for nursing services under a separate agreement since students reside at their facility.

QUESTION #4

How many total nurses are being contracted through current vendors?

ANSWER TO QUESTION #4

245 nurses

➢ <u>QUESTION #5</u>

What is the breakdown of Registered Nurses, Licensed Practical Nurses, Respiratory Therapists, and non-licensed assistive healthcare personnel for the district that are currently being contracted out?

ANSWER TO QUESTION #5 RN – 98 LPN - 147

➢ QUESTION #6

How many total contracted hours were billed by the current vendors for Registered Nurses, Licensed Practical Nurses, Respiratory Therapists, and non-licensed assistive healthcare personnel?

ANSWER TO QUESTION #6

RNs and LPNs work an average of 35 hours per week.



➢ <u>QUESTION #7</u>

How many Registered Nurse Supervisors are currently contracted?

ANSWER TO QUESTION #7

RN Supervisors 27

QUESTION #8

Are computers provided to each nurse for documenting services?

ANSWER TO QUESTION #8 No

> <u>QUESTION #9</u>

What is the process for documenting nursing services?

ANSWER TO QUESTION #9

Documentation of health records includes both hard copies and/or Electronic Health Records

QUESTION #10

Does the district provide the equipment and material to be used to provide nursing services?

ANSWER TO QUESTION #10 Each school is responsible for their clinic supplies

<u>QUESTION #11</u>

What materials or equipment do the agencies need to provide if any?

ANSWER TO QUESTION #11

Any necessary forms and/or equipment according to competently care for students.

> <u>QUESTION #12</u>

How many district nurses do you have on staff?

ANSWER TO QUESTION #12 34

> QUESTION #13

What is the reason for going out for a bid for nursing services?

ANSWER TO QUESTION #13

Current RFP 18-002V expires on June 30, 2020 and RFP FY21-008 will replace 18-002V after June 30, 2020



➢ <u>QUESTION #14</u>

Are the current vendors meeting your needs?

ANSWER TO QUESTION #14 Yes.

> **<u>QUESTION #15</u>**

What is the timekeeping process/requirement for contracted nurses?

ANSWER TO QUESTION #15

A combination of using Kronos time clock and hard copy timesheets is used to track nurse's work hours.

QUESTION #16

How are school locations assigned to vendors?

ANSWER TO QUESTION #16

School locations are assigned to vendors based on acuity and continuum of care.

QUESTION #17

Are the contracted nurses allowed or expected to work outside of the bell schedule? What is the approval process for overtime/ extended hours?

ANSWER TO QUESTION #17

Contracted nurses are expected to work their assigned hours with the exception of providing emergency medical care beyond work hours. Coordinated Student Health Services must be provided with a documented reason for working beyond approved hours prior to approval of work beyond scheduled hours.

QUESTION #18

What are the district's field trip procedures?

ANSWER TO QUESTION #18

It is the school's responsibility to contact an approved nursing agency on bid, pay for, and coordinate nursing services for field trips.

QUESTION #19

Do contracted nurses have dedicated working spaces or do some float in the school due to lack of space?

ANSWER TO QUESTION #19

Contracted nurses have dedicated workspaces.

➢ QUESTION #20

Are contract nurses required to bill state agencies for reimbursement? If so, what is the process for billing requirements?





ANSWER TO QUESTION #20

Contracted nurses are not required to bill state agencies for the service they provide.

QUESTION #21

Does the contract include comprehensive health services (building nurses) in addition to ESE students?

ANSWER TO QUESTION #21

The contract includes school health room nursing services and 1:1 nursing services

QUESTION #22

Can SBBC provide an estimated number of students that will require one-to-one care during the year?

ANSWER TO QUESTION #22 Approximately 200.

QUESTION #23

Attachment L, Section C, Authorization of Medication/Treatment states "An Authorization for Medication/Treatment Form, signed by a physician, is required for the healthcare personnel to provide student-specific medications, treatments, and procedures..." Who will be the physician signing this form? The student's private physician?

ANSWER TO QUESTION #23

Student's private physician will sign Authorization of Medication/Treatment form

➢ <u>QUESTION #24</u>

If the physician signing the authorization is not credentialed by our organizations, would they be considered agents of SBBC? If so, will sovereign immunity apply?

ANSWER TO QUESTION #24 No, not an agent of SBBC. No. Sovereign immunity will not apply.

➢ <u>QUESTION #25</u>

Will the nurses have a collaborative agreement with licensed physicians to order, refer, or prescribe services?

ANSWER TO QUESTION #25 No.

➢ <u>QUESTION #26</u>

What is the Chain of Command at SBBC for oversight, quality, and/or grievances related to patient care?





ANSWER TO QUESTION #26

Agency RN Supervisor, Agency Director of Nursing (DON), CSHS Clinical Nurse, Clinical Nurse Supervisor, CSHS Director

➢ QUESTION #27

(a) Does SBBC have a provider on staff to review care recommendations? (b) If not, would our organization have a final determination about care recommendations?

ANSWER TO QUESTION #27 (a) No. (b) No.

➢ QUESTION #28

Can we bill payers for services provided by RN, LPN and RT?

ANSWER TO QUESTION #28

Proposer has rescinded this question on 12-18-19.

QUESTION #29 \geq

Can we bill under professional fee services billing agreement?

ANSWER TO QUESTION #29 No.

QUESTION #30 \geq

Section 2.6 Evaluation and Award and Section 7 General Conditions state "General Condition 7.1, Liability, is NOT subject to negotiation, and any Proposal that fails to accept these conditions will be rejected as "non-responsive." As an independent special taxing district (political subdivision of Florida), we are not able to agree to enter into hold harmless and defend clauses. Also, while we can indemnify, it must be limited to the limits of the Florida legislature's limited waiver of sovereign immunity as provided in section 768.28, F.S. Please confirm if a template for governmental agencies will be provided.

ANSWER TO QUESTION #30

The following information provided below is acceptable to SBBC. (Refer to General Condition 7.61)

Indemnification. Each party agrees to be fully responsible 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. This section shall survive the termination of all performance or obligations under this RFP/Agreement and shall be fully binding until such time as any proceeding brought on account of this RFP/Agreement is barred by any applicable statute of limitations.





➢ <u>QUESTION #31</u>

Section 4.2 Minimum Eligibility states "Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?" Will SBBC accept an explanation for the reason we are not able to agree to indemnify, hold harmless, and defend clauses in this section and that we can only indemnify up to the limits of section 768.28, F.S.?

ANSWER TO QUESTION #31

See the answer to Question 30.

> **QUESTION #32**

For Section 6.3 Insurance Requirements – Minimum Insurance Requirements and Section General Conditions 7.16 Insurance, would SBBC be able to accept a letter as evidence of our Self-Insurance Program. As an independent special taxing district, we are unable to provide a Certificate of Insurance and add the language the requested. Also, we are not able to name any entity or organization as an additional insured.

ANSWER TO QUESTION #32

The following information provided below is acceptable for an independent special taxing district (political subdivision of Florida) or a governmental agency under the State of Florida. Self-Insured Letter is acceptable and yes, we understand that government agency does not have the ability to provide Additional Insured language.

QUESTION #33

Attachment E – SBBC Sample Agreement. As an independent special taxing district, we are not able to agree to indemnify, hold harmless, and defend clauses and indemnification must be limited to section 768.28, F.S. As such, not will be able to meet include the language from Section 2.12 Insurance Requirements. Please confirm if a template for governmental agencies will be provided. If a template for governmental agencies is not available, may the language that violates Florida law be removed and/or amended?

ANSWER TO QUESTION #33

Yes. The sample agreement (Attachment E) will be written to replace Section 2.11 – Liability with General Condition 7.61 as stated in the RFP.

> <u>QUESTION #26</u>

Attachment E – SBBC Sample Agreement. Can SBBC include our organization's Compliance language to the agreement?

"COMPLIANCE: Each Party agrees that if it provides patient care items or services or performs billing or coding functions on behalf of "Proposer" under this Agreement, it shall complete at least one (1) hour of training regarding the Anti-Kickback Statute and the Stark Law in accordance with the training plan of Proposer *[sic]* under the Corporate Integrity Agreement, effective as of August 31, 2015 between "Proposer" and the Office of Inspector General of the United States Department of Health and Human Services. By executing this Agreement, each Party certifies that it shall not violate the Anti-Kickback





Statute or the Stark Law, as applicable with respect to their performance of this Agreement. "Proposer" shall provide each Party to this Agreement with a copy of its Code of Conduct and Stark Law and Anti-Kickback Statute Policies and Procedures."

ANSWER TO QUESTION #26 <u>No</u>.



SECTION 3 – CALENDAR

December 6, 2019	Release of RFP FY21-008
December 17, 2019	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
January 23, 2020	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
February 19, 2020	*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
February 21, 2020	Posting of Recommendation

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

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

SECTION 7 – 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 "nonresponsive".
 - 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.
- OR an independent special taxing district (a political subdivision of Florida) or a governmental agency under the State of Florida <u>see General Condition</u> <u>7.61</u>
- 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 cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 ORIGINAL DOCUMENT FORMAT: Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.
 - a) TAXES: The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) MISTAKES: Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
 - c) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
 - 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 with in 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.

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 nonfinancial 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 a government-wide effect. A lowertier 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.

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

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

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

FOR an independent special taxing district (a political subdivision of Florida) or a governmental agency under the State of Florida ONLY – see below 7.61.

7.61 INDEMNIFICATION Each party agrees to be fully responsible 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. This section shall survive the termination of all performance or obligations under this RFP/Agreement and shall be fully binding until such time as any proceeding brought on account of this RFP/Agreement is barred by any applicable statute of limitations.

This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept this condition will be rejected as "non-responsive".

If your company is <u>NOT</u> an *independent special taxing district (a political subdivision of Florida) or a governmental agency under the State of Florida then* refer to Section 7.1 - LIABILITY

RFP No. FY21-008 Page 10 of 115 Pages – REVISED -

SECTION 4 - INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 To maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all the information requested herein in your Proposal.
 - 4.1.1 **Title Page**: Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.
 - 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
 - 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.
 - 4.1.4 **Required Response Form:** (Section 1 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**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address and email address of Awardee's Representative for Notices:

<u>With a Copy To</u>: (Name/Title and Address)

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 SEE PAGE 10A of 115 PAGES for Section 4.2

<u>Minimum Eligibility:</u> In order to be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. Failure to provide or clearly state the information requested below will result in the disqualification of Proposal. The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. <u>The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.</u>

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

- 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 S/M/WBE Participation): This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points under 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 advertising materials in their Proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire Proposal.

4.2 <u>Minimum Eligibility:</u> In order to be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal for Section 4.2.1 OR 4.2.2. <u>Section 4.2.1 will need to be answered by a business/corporate entity ONLY</u>. <u>Section 4.2.2 will need to be answered by an independent taxing district (a political subdivision of Florida or a governmental agency under the State of Florida ONLY</u>. <u>DO NOT ANSWER BOTH SECTIONS</u>.

Failure to provide or clearly state the information requested below will result in the disqualification of Proposal. The Proposer is responsible for providing the following information in its response. The Proposer may also include a statement of acknowledgment for the item(s) below. The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.

Business/Corporate Entity - ONLY

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

Independent taxing district (a political subdivision of Florida) or a governmental agency under the State of Florida – ONLY

4.2.2 Proposer must meet or exceed the requirements of Section 7.61, Idemnification. Will your agency meet or exceed the requirements as written in Section 7.61 for this contract? Yes No <u>Do not check both boxes.</u>



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

December 6, 2019

The School Board of Broward County, Florida

Donna P. Korn , Chair Dr. Rosalind Osgood, Vice Chair

> Lori Alhadeff Robin Bartleman Heather P. Brinkworth Patricia Good Laurie Rich Levinson Ann Murray Nora Rupert

Robert W. Runcie Superintendent of Schools

Dear Prospective Proposers,

SUBJECT: Instructions to Proposers Request for Proposals (RFP): FY20-008 – 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 the Purchasing Agent stated below and, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to <u>charles.high@browardschools.com</u>. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer, or lobbyist for a proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications <u>must</u> go through the Purchasing Agent.

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

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

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.4.4 & Attachment A)

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. <u>S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before submission of the bid proposal</u>. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit http://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 the date due will not be considered.

• STATEMENT OF "NO BID"

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment II**, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future RFPs.

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

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



RFP No. FY21-008 Page 2 of 115 Pages

REQUEST FOR PROPOSALS (RFP) RFP FY21-008

HEALTHCARE SERVICES



RFP Release Date: Written Questions Due:

December 6, 2019

On or Before 5:00 p.m. ET December 17, 2019 in Procurement & Warehousing Services Department

Proposals Due: *

On or Before 2:00 p.m. ET January 23, 2020 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 Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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

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STATEMENT OF "NO RESPONSE" 115

Bid Title: Healthcare Services The School Board of Broward	County, Florida		RFP No. FY21-0 Page 6 of 115 P		
	The School Board of Brow PROCUREMENT AND WAR 7720 West Oakland Park Sunrise, Florida 754-321-	EHOUSING SERVICES Boulevard, Suite 323 33351-6704	REQUEST F	ÖR PROPOSAL	
Procurement & Warehous School Board of Broward Co	al must be submitted to the ing Service Department, The punty, Florida, 7720 W. Oakland rise, Florida 33351-6704 on or me (ET):	RFP NO.: FY21-008	RELEASE DATE: DECEMBER 6, 2019	PURCHASING AGENT: Charles V. High 754-321-0527	
•	RY 23, 2020	RFP TITLE:			
Proposal(s) received, after the shall not be considered for a are not allowed and will not be	and it is plainly marked with the RFP number and title. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.				
constitute the original governing of including this <u>REQUIRED RESPC</u> Department in accordance with th hard-copy Proposal will be the gov	by Proposal (clearly marked as such), a documents. The electronic version in PE DNSE FORM fully executed and returned the submittal requirements. In the case of verning document. The proposal must con SEALED (envelope, package, box, etc.) v	DF on a Flash Drive must be on or before 2:00 p.m. ET of any discrepancy between t tain all information required t vith the RFP number and title	e IDENTICAL to the original Pro- on the date due to the Procuren he original hard-copy Proposal o be included in the Proposal as e clearly typed or written on the fr	oposal, of the RFP Proposal, nent & Warehousing Services and the copies, the original described herein. Completed	
		QUIRED RESPONS			
	n ink or typewritten. This original Required e "Doing Business As", where applicable:	"REMIT TO" ADDRESS	FOR PAYMENT: If payment(s) is/a please complete the section below.	re to be mailed to address other	
City:		City:			
State:	Zip Code:	State:	Zip Code:		
Telephone Number:		Contact Person:			
Proposers Taxpayer Identification Number:		Contact Telephone Numb	er:		
E-Mail Address		Contact Person's			
for PO:	Prog	E-Mail Address:			
compared the Proposal with other Pro campaign contributions to School Boa Proposer is attempting to sell goods or for any solicitation for a competitive pro Fundraising. Proposer acknowledges t data, and information contained in thi Proposals (RFP), and all appendices	the following information as my firm's (Propo opposers and has not colluded with any other rrd Members or offer contributions to School services to the School Board. This period of li ocurement as described by School Board Polic hat all information contained herein is part of t s Proposal are true and accurate. Proposer and the contents of any Addenda released he eleased Addenda and understand that the fo	ser) Proposal and am authoriz Proposer or party to any other Board Members for campaigns mitation of offering campaign co y 3320, Part II, Section GG as w he public record as defined by th agrees to complete, and uncon ereto; Proposer agrees to be bo	Proposal; Proposer, its principals, of other candidates for political offi intributions shall commence at the ti ell as School Board Policy 1007, Sec ne State of Florida Sunshine and Pu iditional acceptance of the contents und to any and all specifications, te	or their lobbyists has not offered ce during the period in which the me of the "cone of silence" period ction 5.4 – Campaign Contribution blic Records Laws; all responses, s of all pages in this Request for erms, and conditions contained in	
Signature of Proposer's Author	ized Representative	Date			
Name of Proposer's Authorized R	epresentative	Title of Proposer's Auth	norized Representative		
Please sign all originals in b	lue ink.				

SECTION 2 – INTRODUCTION AND GENERAL INFORMATION

2.1 <u>Introduction</u>: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals <u>from firms</u> 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. Also, pediatric healthcare experience, medical training, and educational assistance are required as specified herein. **The award of this RFP may be to multiple proposers meeting all terms, conditions, specifications, and negotiations.** The number of firms to be recommended for award is solely at the discretion of the Committee.

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. <u>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.</u>

Some students may require healthcare services at prescribed times or a specified number of hours during the school day (e.g., 11:00 am to 1:00 pm) while other students may require services for the full school day (7.5 hours) and sometimes on a one-to-one basis. Also, Awardee(s) may be required to provide healthcare services to some students while being transported to and from school via SBBC school buses or during off-site school activities.

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 <u>if deemed necessary by SBBC</u>. 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, at the address listed in Section 6.1 or via e-mail <u>Charles.high@browardschools.com</u>. 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, December 17, 2019**. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

2.3 <u>Contract Term:</u> The purpose of this RFP is to establish a contract beginning from July 1, 2020, through June 30, 2023. 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, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. <u>All costs shall be firm for the term of the contract, as stated in Section 2.4 of this RFP.</u> The Proposer agrees to this condition by signing its Proposal.

SECTION 2 – INTRODUCTION AND GENERAL INFORMATION

- 2.4 <u>Price Adjustments:</u> Prices offered shall remain firm through the first three (3) years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. 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 the necessary information to be in full compliance with this Section. To facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.6 <u>Evaluation and Award:</u> All proposals received must meet the Minimum Eligibility Requirements, as stated in Section 4.2 of the RFP, to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. <u>General Condition 7.1, Liability, is NOT subject to negotiation, and any Proposal that fails to accept these conditions will be rejected as "non-responsive."</u>

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.) The 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.

SECTION 3 – CALENDAR

December 6, 2019	Release of RFP FY21-008
December 17, 2019	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
January 23, 2020	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
February 13, 2020	*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
February 17, 2020	Posting of Recommendation

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

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

- 4.1 To maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all the information requested herein in your Proposal.
 - 4.1.1 **Title Page**: Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.
 - 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
 - 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.
 - 4.1.4 **Required Response Form:** (Section 1 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**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address and email address of Awardee's Representative for Notices:

With a Copy To: (Name/Title and Address)

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 <u>Minimum Eligibility:</u> In order to be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. Failure to provide or clearly state the information requested below will result in the disqualification of Proposal. The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. <u>The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.</u>
 - 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**
- 4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.4 <u>Evaluation Criteria</u> (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation): This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points under 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. <u>Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their Proposal.</u> The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire Proposal.

4.4 <u>Evaluation Criteria</u> - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):

4.4.1 <u>Proposer's Experience & Qualifications</u> – (Maximum 30 allowable points)

- 4.4.1.1 **Executive Summary** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of RFP.
- 4.4.1.2 Complete and return, with your Proposal, **Attachment B** of the RFP. This is a required document.
- 4.4.1.3 Complete and return, with your Proposal, **Attachment F** of the RFP. This is a required document.

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. The proposer must have a current State of Florida license and certification(s) to provide healthcare services as described in this RFP. The proposer must provide a copy of their current State of Florida license and certification number(s) for healthcare services as indicated.

E. State the name of the Director of Healthcare for your firm and submit a copy of the director's license as a registered healthcare provider.

F. State if professional and healthcare staff are employed by Proposer's firm or contracted.

- 4.4.1.5 **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.
- 4.4.1.6 **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 I.**
- 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, 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 <u>Evaluation Criteria</u> - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):

4.4.1 Proposer's Experience & Qualifications

- 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 **Staff Development** Proposers will describe, in detail, their plans to provide training and development regarding School Board policies and school's health issues to their staff.
- 4.4.1.12 **Organizational Chart** Provide the current organizational chart for your company. A recommended organization chart for providing services can be found in **Attachment EE**. Using the chart provided in **Attachment EE**, provide a sample organizational chart, for your company, that would be used for this contract.
- 4.4.1.13 **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.

4.4 <u>Evaluation Criteria</u> - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):

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

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

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.1	Awardee(s) shall provide all service requirements as stated in Attachment L .			
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	Healthcare Services for the District: Awardee(s) shall provide healthcare services to various locations throughout Broward County designated by SBBC within the school or center's operating hours. Healthcare Services shall be provided to all students on/off school site when requested by Coordinated Student Health Services (CSHS) staff. Awardee(s) must have a backup plan to provide coverage in the absence of their healthcare staff. SBBC will not accept, from Awardee(s), denial of medical or educational assistance due to location of the student, lack of adequate staffing, diagnosis of the student, or other types of preventable excuses.			

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SECTION 4 - INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 <u>Evaluation Criteria</u> - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):

4.4.2 Scope of Services & Performance Specifications

	Scope of Service	Yes, Can Comply	Yes, Can Comply	No, Cannot
Section			But With Stated Deviations	Comply or Provide
4.4.2.5	Authorization of Healthcare Services:		Dornatione	
	Awardee(s) will initiate healthcare			
	services/training upon receipt of a Healthcare			
	Service Request Form (HSR) from SBBC,			
	Coordinated Student Health Services			
	Department (CSHS) within twenty-four (24)			
	hours or less. If 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 the level of experience and training			
4.4.2.6	of Awardee's personnel. Completion of Care Plans: Awardee(s)			
7.7.2.0	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 a chronic health condition(s)			
	during the school year, Care Plans must be			
	completed by the 3rd Wednesday of each			
	month from the start of the contract.			
4.4.2.7	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:			
	Monthly Quality Improvement (MQI)			
	(See Attachment AA)			
	 Diabetic Student Teaching (See Attachment V) 			
	 Medical Fragile Student Monthly Medical 			
	and Insurance Status Report (See			
	Attachment X)			
	Medical Fragile Supervisory Quality			
	Improvement (QI) Check List. (See			
	Attachment Y)			
	Clinic RN Supervisory School Visit (See			
	Attachment Q)			
	Clinic Daily Data Collection Worksheet			
	(See Attachment R)			
	Clinic Monthly Data Collection Data			
	Collection Form			
	(See Attachment S)			
	Report of Medication Error (See			
	Attachment Z)			
	CSHS Incident Report (See Attachment			
	U) • Monthly Summany Log (Soo			
	 Monthly Summary Log (See Attachment GG) 			

4.4 <u>Evaluation Criteria</u> - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):

4.4.2 Scope of Services & Performance Specifications

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.8	Contracted Agency Nurse Accountability Checklist: Awardee(s) is required to complete for each agency personnel before the assignment of the nurse to the school health room and medically fragile student. See Attachment O			
4.4.2.9	Staff and Child Specific Training: Awardee(s) must complete staff and child- specific training within thirty (30) days of the completion of the Care Plan.			
4.4.2.10	Communication Binder: Awardee(s) shall maintain communication binder in the health room in accordance with District protocol.			
4.4.2.11	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 T and CC)			
4.4.2.12	Professional Development of Awardee's Staff: All Awardee(s) staff working on behalf of Broward County Public Schools must attend professional development workshops held three (3) times per school year.			
4.4.2.13	RN Supervision Ratio: Awardee(s) must maintain an RN supervisory ratio of 1:10 for nurses assigned to school health rooms. Minimum requirement for Supervisory visits is once every two weeks. Awardee(s) must maintain an RN supervisory ratio of 1:10 for nurses assigned to medically fragile students for 1:1 nursing care. Minimum requirement for Supervisory visits is once every month. See Attachment EE			
4.4.2.14	Healthcare Staffing Coverage: Awardee(s) shall provide immediate staffing coverage for the absence of a nurse assign to a specific location. Nurses unable to fulfill their required assignments must first notify their agency supervisor and then the school.			

4.4 <u>Evaluation Criteria</u> - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):

4.4.2 **Scope of Services & Performance Specifications**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.15	Required Nursing Activities: Awardee(s) shall provide the required nursing activities as designated in Attachment BB .			
4.4.2.16	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.			
4.4.2.17	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.			
4.4.2.18	Notification(s): Awardee(s) shall provide notification to Coordinated Student Health Services staff regarding any change in student orders, status, or services for medically fragile and chronic health students. No transfer of services is permitted from one agency to another without CSHS authorization.			
4.4.2.19	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.			
4.4.2.20	Registered Nurse: Awardee's RN shall perform the nursing assessment, create a plan of care and attend 504 and IEP meetings at assigned school, and any other required RN duties.			
4.4.2.21	Communication Process: All Healthcare Personnel assigned to the school health room or to medically fragile students must adhere to the following process. If an issue or concern arises, the Principal or Principal designee must be notified immediately along with the agency supervisor. If the issue or concern is a communicable disease, Coordinated Student Health Services must also be notified immediately. The agency supervisor is to confer with the school Principal to resolve the issue. If the issue cannot be resolved then the agency supervisor must contact the Coordinated Student Health Services Department.			

- 4.4 <u>Evaluation Criteria</u> (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):
 - 4.4.2 **Scope of Services & Performance Specifications**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.22	It is each Awardee's sole responsibility for securing compliance with any applicable state and federally mandated requirements for health services.			
4.4.2.23	Awardee's nursing supervisor shall introduce the school nurse and medically fragile nurse to school administrators and/or necessary school staff and provide the role and responsibilities of nurse upon assignment to the school or medically fragile student. Clinic nurses and nurses assigned to medically fragile students at the same school site must collaborate.			
4.4.2.24	School Health Plan: Awardee shall obtain a copy and be familiar with the current School Health Plan. (See Attachment FF)			
4.4.2.25	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.			
4.4.2.26	 Services: Awardee(s) shall perform specified duties and services under the general supervision of the school or center's personnel. These duties may include, but are not limited to: a) Care for students with chronic health conditions. (For example, Diabetes, Asthma, Hypersensitivity- Allergies, etc. b) Administering medication c) AED/CPR/First Aid d) Administration of emergency medication (for example Epi-Pen, Glucagon, Diastat, etc.) e) Nebulizer treatments f) Catheterization g) Changing dressings h) G-Tube feeding i) Tracheotomy care j) Suctioning k) Caring for ventilator-dependent children l) Training SBBC staff on various health procedures m) Administration of oxygen n) Case management of students with healthcare conditions 			

- 4.4 <u>Evaluation Criteria</u> (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):
 - 4.4.2 Scope of Services & Performance Specifications

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.26 (Cont'd)	 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 			
4.4.2.27	Proposer agrees to accept the terms and conditions contained in SBBC's Agreement and the Business Associate Agreement as outlined in Attachment E.			

4.4.3 Cost of Services – (Maximum 20 allowable points)

The proposer must complete and submit the listed matrix, as originally stated on the excel sheet provided (Attachment J). This information is required in order to be considered for award. Proposer's costs are to be individually quoted as specified and <u>must include all travel and out-of-pocket expenses (all-inclusive)</u>, 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. <u>The proposer must provide a cost for all items stated</u> <u>on the excel sheet Items 1 through 6 in order to be considered for award</u>. There will be no minimum hours for billing allowed. A <u>not-to-exceed</u> hourly cost stated on the excel cost of services sheet must be followed by Proposer. SBBC shall not contract with a Proposer whose cost exceeds the hourly rate stated. If one item in the group exceeds the "not-to-exceed" hourly cost, then the entire proposal shall be disqualified. The cost of services is a group award, and failure to offer a single hourly cost for all the items on the excel worksheet shall result in disqualification of the proposal submitted.

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

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

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

SEE <u>ATTACHMENT J</u> FOR DIRECTIONS TO DOWNLOAD THE COST OF SERVICES (EXCEL SHEET)

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SECTION 4 - INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.4 <u>Evaluation Criteria</u> - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):

4.4.4 SBE Participation: (Maximum 15 allowable points):

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

Nondiscrimination:

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As part of its response, the Bidder shall provide SBBC with a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that Bidder discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is <u>the SBE Evaluation Preference for Prime</u> Bidders (All SBBC Certified S/M/WBEs are considered SBEs):

In accordance with SBBC Policy No. 3330, Section E.7.c., the Goal Setting Committee has established the SBE Evaluation Preference for Prime Bidders.

"Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as SBEs".

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

<u>SBE vendors utilized for this contract must be certified by the SBBC Supplier Diversity Outreach Program at the time the bid</u> <u>is due</u>. For information on SBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit <u>www.browardschools.com/sdop</u>. The SBBC Supplier Diversity Outreach Program works to increase the participation of Small, minority, and women-owned business enterprises in purchasing activities. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process and equitable distribution of SBE firms participating for the award of this Proposal.

4.4 <u>Evaluation Criteria</u> - (Proposer Qualifications, Scope of Services, Costs of Services, and S/M/WBE Participation):

4.4.4 **SBE Participation (Continued):**

Please go to the following link to view the current list of SBBC S/M/WBE-Certified firms: <u>https://www.browardschools.com/Page/32119</u>

SBE INFOR	MATION: Proposals will be evaluated based on the evaluation criterion 4.4.4.1	Maximum Points
4.4.4.1	Proposers responding to this solicitation that are SBBC-Certified SBE will be awarded fifteen (15) points.	15
	The Proposer must identify itself as an SBBC-Certified SBE firm, by completing the <i>Form</i> 00475 and <i>Form</i> 00470 (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform. Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP.	
	Provide proof, in writing, that the SBE proposer is certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not an SBBC Certified E/S/M/WBE Proposer, state N/A on the form and return it with your Proposal.	
	MAXIMUM POINTS TO BE AWARDED	15
	*If SBE points are awarded, the Awardee will be required to submit <i>Form 00485</i> - Small Minority or Women Business Enterprise (SBE) Monthly Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments	Yes
	made. The timing of the Utilization Report shall coincide with invoice submission. State your willingness to comply with this requirement.	No

SECTION 5, EVALUATION OF PROPOSALS

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:

	CATEGORY		MAXIMUM POINTS
А.	Experience and Qualifications		30
В.	Scope of Services		35
C.	Cost of Services		20
D.	Supplier Diversity & Outreach Program		15
		TOTAL	100

SBBC shall award a total of 15 Evaluation preference points to SBBC Certified SBEs (All Certified E/S/MWBEs are considered SBEs)

15-Point Table for SBEs			
See Above	15 Points		

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.
- 5.3 **Committee's Recommendation**. The Committee has the discretion to recommend an award to one or more proposers or the reject of any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive proposers if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive proposer. Each ranked responsible proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the proposer to the changes made in their proposal. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiations session of the competitive selection process beginning with the highest-ranked responsive proposers. The Committee may choose to conduct one or more exempt negotiations session of the other ranked responsive proposers. The Committee may choose to conduct one or more exempt negotiations session with a ranked responsive proposer, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one or more ranked responsive proposer; or to proceed with further negotiations with one or more of the next highest-ranked responsive proposer.

SECTION 5, EVALUATION OF PROPOSALS

5.5 Award: The number of individuals/firms to be recommended for an award is solely at the discretion of the Committee. If a multiple award is recommended, the Proposer's score must be 70 points or higher in order to be considered for award. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as Attachment "E") shall be prepared for execution by the Awardee and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. <u>Approval shall not be a guarantee of business, a guarantee of a specified volume of service, or minimum dollar revenue to be received under this contract.</u>

SECTION 6 – 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, January 23, 2020 at the following address in order to be considered. Please utilize Attachment K – Mailing Label.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT The School Board of Broward County, Florida 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 Attention: FY21-008 – Healthcare Services

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

6.2 **JOINT VENTURES:** In the event, multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee the preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one 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 **PROFESSIONAL LIABILITY ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit). If your company has less than four (4) employees, fill out and return with your proposal, **Attachment H.**
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

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

SECTION 6 – SPECIAL CONDITIONS

- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
 - New vendors will receive an email notification requesting account verification and insurance agent information.
 - Existing vendors will receive an email notification of the current status.
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - 6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
 - 6.3.7.2 All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
 - 6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

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 hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 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 comply with the provisions of this Agreement shall be reimbursed to SBBC.

SECTION 6 – SPECIAL CONDITIONS

- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the overpayments by SBBC.
- 6.5 **W-9 FORM:** All Proposers are requested to complete their W-9, (see **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.

6.7 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 6.7.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 6.7.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.7.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
 - 6.7.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
 - 6.7.3.2 Failure to execute and return the enclosed original **<u>REQUIRED RESPONSE FORM</u>**, as defined in Subsection 4.1.3 (see Section 1- Required Response Form).
 - 6.7.3.3 Failure to respond to all subsections within the RFP.
 - 6.7.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
 - 6.7.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - 6.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

SECTION 6 – SPECIAL CONDITIONS

- 6.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there are sound documented business reasons that serve the best interest of SBBC.
- 6.8 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors <u>must access</u>, <u>complete and submit</u> a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at <u>http://schoolboardofbrowardcounty.supplier.ariba.com/register</u> Training materials are available via our website at <u>https://www.browardschools.com/PWS</u> (if needed).
- 6.9 **NONDISCRIMINATION STATEMENT POLICY 4001.1** The School Board of Broward County, Florida, prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 7 – GENERAL CONDITIONS

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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 "nonresponsive".

- 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 nequirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 ORIGINAL DOCUMENT FORMAT: Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 PRICES QUOTED: All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the Unit Price quoted shall govern. For services, the unit price shall be all- inclusive of services performed.
 - a) TAXES: The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) MISTAKES: Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
 - c) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, 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 with in 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.
- 7.14 **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 is 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 **PRIORITY OF DOCUMENTS**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - a) Any Agreement resulting from the award of this RFP; then
 - b) Addenda released for this RFP, with the latest Addendum taking precedence; then
 - c) The RFP; then
 - d) Awardee's proposal.
- 7.18.1 <u>DISPUTES</u>: In the event any dispute or difference of option concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.20 OSHA: Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 NONDISCRIMINATION: The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 -Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 - Supplier Diversity Outreach Program, Section D.1.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, reconditioned, refurbished, rebuilt, discontinued, used, 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: Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 ASBESTOS AND FORMALDEHYDE STATEMENT: All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Proposer, by virtue of bidding, certifies by signing 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.

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- 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 preprinted 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 <u>SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION</u>: SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. <u>S/M/WBE vendors utilized</u> for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification, contact <u>SBBC's Supplier Diversity Outreach Program at 754-321-0550 or</u> http://www.broward.k12.fl.us/supply/sdop/index.html.
- 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. (Continued)....

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one 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.

7.40 **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 FEBRUARY 17, 2020 @ 3:00 pm 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.

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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 subcontracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)
- 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 designated Purchasing Agent unless so notified 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.
- 7.51 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.
- 7.52 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.
- 7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
 - a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - 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.
- 7.55 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 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.

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

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

7.58 **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.

7.59 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.

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

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

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure

SECTION 8 – FORMS AND ATTACHMENTS

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

ATTACHMENT A – S/M/WBE FORMS

The following forms are due (if applicable) at the time of Bid submittal: THESE FORMS ARE ALREADY DOWNLOADED ON DEMANDSTAR.COM

1. **Statement of Intent** (To Perform as an S/M/WBE Subcontractor) (Form preview follows)



2. Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)

•		_	ocument Number 00475 ttachment
Procurem	ent & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools	SMALL/MINORITY/WOMEN BUS SUBCONTRACTOR PARTICI	
		DATE	
	SOLICITA	TION INFORMATION	
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			

3. S/M/WBE Participation Good Faith Effort Form (Form preview follows)

Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM		
		DATE:		
	CONTACT INFORMATION			
Solicitation Title:				
Solicitation #:				
Prime Contractor:				

The following form is due (if applicable) after RFP has been awarded:

1. S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)

	ehousing Services ersity Outreach Program ward County Public Schools	S/M/WB		THLY SUBCONTRACT	Document Number 0048 Attachment
	SE	CTION I - GENERAL I	INFORMAT	ION	
Project Name:				Contract Number and Work	Order Number (if applicable):
Report #:	Reporting Period:		5	M/WBE Contract Goal:	Contract Completion Date:
	to				
Prime Contractor Name:			F	Project Manager (PM) Name:	
Prime Contractor Street Address:					
Prime Contractor Phone #:	Prime Contractor Em	ail Address:	F	PM Phone #:	PM Email Address:
	SECT	ION II - UTILIZATIO	N INFORM	TION	
Prime Contractor must list ALL C For assistance in completing this					iod.
Tor assistance in completing this		Chadaupt		at (754) 321-0505.	

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <u>http://www.browardschools.com/sdop</u>
- SDOP website with list of Certified S/M/WBE Vendors: <u>https://www.browardschools.com/Page/46981</u>

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS

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

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

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

Check one of the following and sign:

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

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

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

ATTACHMENT C – W-9 FORM

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

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

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

ATTACHMENT D – DRUG FREE WORK PLACE

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

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

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

by _____

(Print individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is

for_____

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.

Sworn to and subscribed before me this day of	(Signature)	
Personally known	, 20	or
Produced Identification	Notary Public State of	0
	My commission expires:	

(Type of Identification)

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

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ATTACHMENT E - SBBC SAMPLE AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, ____, 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 EXACT LEGAL NAME OF OTHER PARTY

(hereinafter referred to as "VENDOR"), whose principal place of business is [insert 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];

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 **<u>Recitals</u>**. 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 <u>Term of Agreement</u>. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _______ and conclude on _______. 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 <u>Scope of Services</u>. The scope of services to be provided under this Agreement is specified in Attachment A of this Agreement.

2.03 <u>Costs of Services</u>. Costs to be paid for services provided under this Agreement are specified in Attachment B of this Agreement.

2.04 SBBC Disclosure of Education Records.

- (a) Purposes: SBBC shall provide the education records listed in this section for the following purposes:
 - 1. For VENDOR to provide competent care to students with various health conditions, during school hours as well as beyond school hours (including but not limited to school activities such as field trips).
 - 2. For VENDOR to contact students' parents to discuss students' health information and history.
 - 3. For VENDOR to review health screening records and perform screenings as needed.
 - 4. For VENDOR to plan and provide health condition trainings (general staff and child specific trainings) and emergency care. These trainings and emergency care must be provided by a registered nurse.
 - 5. For VENDOR to review immunization records to ensure students are in compliance with state mandates.
 - 6. School personnel shall provide VENDOR with hard copies of selected education records. In addition, VENDOR will be given access to the District's electronic management system. Such access shall be limited to education records of students enrolled in VENDOR'S assigned school. VENDOR shall only view information of students receiving health assessments and intervention.
 - 7. For VENDOR to complete applicable reports and forms containing student identifying information (report forms and other forms are included as attachments in this agreement).
- (b) Types: SBBC shall provide VENDOR with the following education records:
 - 1. Health roster listing names of all students in the school with chronic health conditions
 - 2. Health screening records (including body mass index, vision, hearing, and scoliosis)
 - 3. Immunization records
 - 4. Parent and emergency contact information
 - 5. Individualized Healthcare Plans (IHP) and Emergency Healthcare Plans (EHP)
 - 6. Individualized Educational Plans (IEP)
 - 7. Section 504 Plans
 - 8. Student information for reports and other forms (as applicable):
 - A. Incident Report including health concerns (Attachment C of this Agreement);
 - B. Diabetic Student Teaching Skills Record (Attachment D of this Agreement);
 - C. Medically Fragile Student Monthly Medical and Insurance Status Report (Attachment E of this Agreement),
 - D. Report of Medication Error (Attachment F of this Agreement);
 - E. Authorization for Medication/Treatment Form for administering medication (Attachment G of this Agreement); and
 - F. Authorization for Medication/Treatment Form for authorizing treatment (Attachment H of this Agreement).

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

2.05 VENDOR Confidentiality of Education Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) <u>Audit Site Conditions</u>. 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.

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

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

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

(g) <u>Inspector General Audits</u>. <u>VENDOR</u> 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.

2.08 <u>Notice</u>. 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 The School Board of Broward County, Florida Insert Address of District Representative
To VENDOR:	Insert Name Provided by Other Party Insert Name of Company Insert Address Provided by Other Party
With a Copy to:	Insert Name Provided by Other Party Insert Address Provided by Other Party

2.09 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468 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

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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, 1012.465, 1012.467, and 1012.468, Florida Statutes.

Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and 2.10 may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

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

2.11 <u>Liability</u>. 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.

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2.12 <u>Insurance Requirements.</u> VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

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

(b) <u>Professional Liability/Errors & Omissions.</u> VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) <u>Workers' Compensation</u>. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) <u>Auto Liability.</u> VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) <u>Acceptability of Insurance Carriers.</u> The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

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

(g) <u>Required Conditions.</u> Liability policies must include the following terms on the Certificate of Insurance:

- 1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

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

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

2.13 Nondiscrimination.

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

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

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

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

2.16 <u>Incorporation by Reference</u>. Attachment A, Attachment B. Attachment C, Attachment D, Attachment E, Attachment F, Attachment G, Attachment H, and Attachment I attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

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

3.03 <u>Independent Contractor</u>. 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 Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

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the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar days period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 <u>Termination</u>. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

3.07 <u>Place of Performance</u>. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 <u>Governing Law and Venue</u>. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District or the United States District Court for the Southern District of Florida or the United States District Court for the Southern District of Florida under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

3.20 <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

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

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By___

Donna P. Korn, Chair

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Office of the General Counsel

FOR [INSERT A SHORT NAME OF THE OTHER PARTY HERE]:

(Corporate Seal)		
ATTEST:	[Insert Exact Full Legal Name of Corporation, Agency or Other Leg	
	By	
, Secretary -or-		
Witness		
Witness		
Whether the Party Chose t	<u>is Required for Every Agreement</u> Witho to Use a Secretary's Attestation or Two (2	
STATE OF		
COUNTY OF		
The foregoing instrument was ackne	owledged before me this day	y of _ of
	, on behalf of the corporation/ager	ncy.
Name of Corporation or Agency He/She is personally known to me or produ did/did not first take an oath. Type of	iced	as identification and
My Commission Expires:		
	Signature – Notary Public	_
(SEAL)	Printed Name of Notary	
	Notary's Commission No.	_
	(Use where needed)	

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Bid Title: Healthcare Services The School Board of Broward County, Florida

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ATTACHMENT A

SCOPE OF SERVICES

(To be provided at a later date)

Bid Title: Healthcare Services The School Board of Broward County, Florida

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ATTACHMENT B

COST OF SERVICES

(To be provided at a later date)

ATTACHMENT C (of this Agreement)

	$\underline{\mathbf{x}}$		
Broward County		Public	Schools

Coordinated Student Health Services Marcia Bynoe, Director

CSHS Incident Report

Date:	Time:
Student:	
Agency:	
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	1:

ATTACHMENT D (of this Agreement)

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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				

ATTACHMENT D (of this Agreement)

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

Comments:_____

Nurse Name (Print):_____

Nurse Signature:_____

6/18/12

ATTACHMENT E (of this Agreement) COORDINATED STUDENT HEALTH SERVICES Medically Fragile Student Monthly Medical and Insurance Status Report

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

Date:	Reported Month:		Grade:
Student Name:		School Attending: _	
Total Days absent for the mont		nt Absences	
Reasons for absences: Check a	ll that apply and give numbe	er of days	
□IIIness/Days □Hos	spitalization/Days	Appointments/Days	□Nursing issues/Days
□Other:			
		ing Agency	
Nursing Agency Assigned: _			
Nurses Assigned (Name/Title)):		
Have there been nurse changes?			low):
		ce Information	
Name of Insurance:			Expiration Date:
Any insurance/payment concerns:			
		ical Status	
Change in medical status: □	No □Yes (If yes, please	explain below and attach	ed the requested information):
changes in medical status pleas Plans.	se attach a current Authoriza	tion for Medication and/o	or Treatment form and Nursing Care
Agency RN Printed Name		Signature	Date
CSHS Review/Comments:			
CSHS Nurse		Date	

ATTACHMENT F ((of this Agreement)

Report of Medication Error

Name of School:			
Name of Student:			
Birth Date:			
Date and time of error:			
Name of person administering	medication:		
Name of medication and dosag			
Describe circumstances leading	to error:		
Type of error:			
Describe action taken:			
Persons notified of error:			
<u>1</u>	lame	Date	Time
Principal:			
Parent:			
Physician:			
Health Education Services:			
Other:			
Signature (person completing in	ncident report)	:	
Follow-up information if applic	able:		
Original - Principal/Cumulative Hea Copy - School Nurse Copy - Health Education Services	lth Folder		
Source: "Guidelines for In-servicing Non-	Medical Personnel o	n Medication Procedure	" DHMH

Maryland.

ATTACHMENT G (of this Agreement)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdale, FL 33311 AUTHORIZATION FOR MEDICATION/TREATMENT Prescription or Over-the-Counter Medication

Student's Name: School Name and Phone #:			Date of Birth:		Grade:
			F	ax#:	
Allergies:					
Diagnosis:					
MEDICATION	DOSAGE & ROUTE	FREQUEN	CY SPECIFIC TIMES	C SPECIAL SIDE EFFE	
List any emergency precidabetic reactions, etc.) :		mergencies th	at should be antic	ipated for this stud	lent; e.g. allergy triggers,
There are no extraordinary 911 arrives, is this	emergency media				
Physician's Name (Printed)			Physician's	Signature	
			Physician's	Telephone & Fax Nu	umbers
Physician's Office Address			Date Compl	eted	
This information will be obtained	PARENT	AL PERMIS	SION FOR MED STUDENT'S PARE		
Student's Name:		Date o	f Birth:	Grade:	
I grant the principal or his / h during the school day, includ by his/her physician to self-ad and when they are away from medication, I give permission	ing when he/she is dminister their med n school property f	away from scho ication(s), I gran for official schoo	ol property for offic at permission for my ol events. In the eve	ial school events. If r child to self-administ nt that my child is u	ny child has been authorized ter their medication at school nable to self-administer their
NOTE: Medications must be su labeled containers, provi School personnel may ad It is your responsibility t	ding one for home a minister only medi	and one for scho cations authorize	ol. ed by a physician.		on into two completely
Parent /Guardian Name (Prin	ted)	- <u>Si</u>	ignature of Parent / 0	Guardian	

Date Signed

Form #2240 Rev. 12/19

Contact Phone Number

ATTACHMENT H (of this Agreement)

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

Grade:

Student's Name:	
Date of Birth:	
School Name:	

Diagnosis:

Allergies:

TREATMENTS DURING SCHOOL HOURS

Treatment Plan:

	Т	MEDS / FEEDING	FREQUENCY	RATE /	
PROCEDURE	TYPE	AMOUNT	SPECIFIC TIMES	FLOW	
Catheterization					
Feedings	G-Tube J-Tube				
-	NG-Tube Special				
Suctioning	Oropharynx				
	Tracheostomy Deep]			
	Surface				
Tracheostomy	Tube Replacement				
	Care (Cleaning)				
CPT					
Oxygen /Misting					
Ventilator					
Nebulizer Tx					
Pulse Oximeter					
Are any of the above procedures required for emergency care? 🛛 YES 🗆 NO, IF "YES", specify					
Lis					

any procedures the student has been trained to perform

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

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

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

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

PARENTAL PERMISSION FOR TREATMENT

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

Date of Birth:

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

Parent / Guardian Name (Printed)

Signature of Parent / Guardian

Date Signed

Student's Name:

Contact Number

ATTACHMENT I HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("*Agreement*") is made and entered into as of this______, 2019 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 COMPANY]

(hereinafter referred to as "Business Associate"), whose principal place of business is [ADDRESS] [ADDRESS]

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

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

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

_day of

ARTICLE 1 – RECITALS

- (b) "*Business Associate*" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.
- (c) "*Designated Record Set*" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (d) "*EDI Rule*" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "*Electronic PHI*" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.
- (f) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- (g) *"HITECH Act"* means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (h) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (i) "*Minimum Necessary*" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (j) "Omnibus Rule" means the HIPAA Omnibus Rule of 2013.
- (k) "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.
- "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (m) "*Required by Law*" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (n) "*Secretary*" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (o) "*Security Rule*" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.
- (p) "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

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

ARTICLE 2 – SPECIAL CONDITIONS

2. <u>Obligations and Activities of Business Associate Regarding PHI</u>.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach
- (f) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b.The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
 - 2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (1) 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. <u>Permitted Uses and Disclosures of PHI by "Business Associate"</u>.

- (a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

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

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. <u>Security of Electronic Protected Health Information</u>.

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

- (b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. <u>Compliance with EDI Rule</u>.

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

7. <u>Subsequent Legislative or Regulatory Changes</u>.

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

8. <u>Amendment</u>.

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

9. <u>Term and Termination</u>.

- (a) Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) Termination for Cause by SBBC. Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

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

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

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

10. Indemnification.

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

11. <u>No Waiver of Sovereign Immunity</u>.

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

ARTICLE 3 – GENERAL CONDITIONS

12. <u>No Third Party Beneficiaries</u>.

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. <u>Non-Discrimination</u>.

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. <u>Records</u>.

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. <u>Preparation of Agreement</u>.

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. <u>Waiver</u>.

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

17. <u>Compliance with Laws</u>.

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. <u>Binding Effect</u>.

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

19. <u>Assignment</u>.

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

ARTICLE 3 – GENERAL CONDITIONS

20. Force Majeure.

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

21. <u>Place of Performance</u>.

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. <u>Notices</u>.

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 3 rd Avenue Fort Lauderdale, Florida 33301
With a Copy to:	
	Privacy Officer Risk Management Department The School Board of Broward County, Florida 600 S.E. 3 rd Avenue, 11 th Floor Ft. Lauderdale, FL 33301
To Business Associate:	
With a Copy to:	
With a Copy to:	

ARTICLE 3 – GENERAL CONDITIONS

23. <u>Severability</u>.

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

24. <u>Captions</u>.

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

25. <u>Authority</u>.

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

26. No Waiver of Rights. Powers and Remedies.

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

27. <u>Regulatory References</u>.

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

28. <u>Governing Law</u>.

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

29. Entire Agreement.

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

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

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____ Donna P. Korn, Chair

Donna F. Konn, Chan

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR BUSINESS ASSOCIATE

[INSERT NAME OF COMPANY]

	By:	
Signature	Print Name and Title	
Witness		
Witness		
The Following N	otarization is Required for this Agreement	
STATE OF		
COUNTY OF		
The foregoing instrument was acknown 20 by	owledged before me this day	of
	Name of Person , on behalf of the corporation/agenc	
Name of Corporation or Agency		
and did / did not first take an oath.	ced Type of Identification	
My Commission Expires:		
	Signature – Notary Public	-
(SEAL)	Printed Name of Notary	-

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 q	juestions or learn	additional in	nformation:
------------------------------	--------------------	---------------	-------------

Name:			
Title:	 		
Address:			
Email Address:			
Phone Number:			

ATTACHMENT F – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS

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 <u>Federal Register</u> (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 NEXT PAGE)

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

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

Organization Name

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

Signature(s)

Date

ATTACHMENT F – INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 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.
- 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.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G – ACH FORM 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 <u>The School Board of Broward County</u> to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize <u>The School Board of Broward County</u> 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 gradient financial institution in depositing funds to my account.

This agreement shall 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 mormation		
Name of Bank or Financial Institute:			
Branch/ State			
Routing No:			
Account No:		Checking	Savings
VENDOR AREA:		_	—
Remittance Confirmation:		Fax	E <u>ma</u> il
(please select one)			
Federal Identification No.		TAX ID#	SS#
Vendor			
Up	odate Purchase Order Fax & Email A	ddress	
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 atta	ach a VOIDED check to verify bank d	etails and routing numl	ber.
	nust be returned to: SBBC – Purchas Park Blvd, Sunrise FL 33351 call: 75		
	For Use by DATA STRATEGY GRO	UP	
Vendor Account#	Date Entered	Initials:	

ATTACHMENT H – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed:
Print/Type Name:
Title:
Sworn to and subscribed before me this day of
Notary Public Signed:
Notary Public Print:
Notary Stamp Below:

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ATTACHMENT I – REFERENCES The School Board of Broward County, Florida 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 expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service. Reference 1 -Contact Person: Name of Firm: Phone #: Email: _____ Cost of Service: Date 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: _____ Cost of Service: Date of Service: Address: Scope of Work:

ATTACHMENT J - PRICING BID SUMMARY

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

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

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

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

- 1) Company Representative Must be completed by Proposer
- 2) Line Item Pricing Must be completed by Proposer

ATTACHMENT K - MAILING LABEL

Please print the mailing label below and affix it to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM:	(Piddor's Name)
	(Bidder's Name)
TO:	
	The School Board of Broward County, Florida Procurement and Warehousing Services
	7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351
	ATTN: Charles V. High RFP: FY21-008 – Healthcare Services

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 a professional standard of care and comply with all medical and ethical requirements imposed by the State of Florida and any other applicable federal, state, or local regulatory agencies.

- B. **Unlicensed Personnel:** Awardee(s) shall provide 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 medically fragile students and Medicaid eligible. Awardee(s) shall get prior authorization from Medicaid for medically fragile students to which they are assigned. Medicaid letter of approval or letters showing that the agency is requesting Medicaid approval for school nursing services is to be submitted to The Exceptional Student Education 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 medically fragile students and submit to CSHS by the required date. These records may include but are not limited to, daily and weekly logs, SBBC required health forms, IEPs, 504 plans, physician's authorizations for medications and services, plans of care and other records. These reports shall be available for review by SBBC personnel.
- F. **Healthcare Supervision**: Awardee(s) shall ensure that an RN provides supervision to their company's healthcare staff assigned to school health services. 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 medically fragile students, shall provide weekly visits and as necessary visits by RN Supervisor with documentation of the visit submitted to CSHS.

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

I. HEALTHCARE PERSONNEL & GENERAL INFORMATION

- H. **Replacement Personnel**: Replacement personnel (substitutes or long-term) must have credentials equivalent to the individual whom they replace, and their credentials must be maintained by the Awardee(s).
- I. Identification/Attire/Cell Phones: It is mandatory that Awardee(s) have a current SBBC vendor ID badge, in addition to their agency ID badge, with the appropriate licensure/certification noted, e.g., RN, LPN, HST on their person at all times and before assignment. Professional attire, such as appropriately fitting nursing scrubs or a lab coat, is required. Shoes must be close-toed. Personal cell phones are to be used for emergencies only. No excessive jewelry, i.e. large earrings, a large necklace, multiple bracelets and rings, and no hats
- J. **Attendance/Punctuality**: All healthcare personnel is 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 in services in writing. Awardee(s) shall provide SBBC a minimum of twenty (20) days' notice of any reduction and/or changes in the number of services.
- L. **SBBC's School Day Calendar**: Awardee(s) are responsible for informing their employees about the specifics of SBBC calendar workdays. A current SBBC calendar may be obtained by the Coordinated Student Health Services Department or through SBBC's website: 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 the approved invoices for payment to the Accounts Payable Department. <u>DO NOT SUBMIT INVOICES DIRECTLY TO ACCOUNTS PAYABLE DEPARTMENT</u>. 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)

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**. The 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, at a minimum, the names of service providers, dates of service, beginning and ending hours, week number, and the type(s) of services provided. All records shall be executed in such a manner that shall be acceptable to Medicaid eligible students. Also, include on each invoice the description of service provided, such as ESE Diabetic, 504 Diabetic, or ESE Medical Fragile. DO NOT STAPLE INVOICES.

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

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 of electronic media may be updated or modified at any time and additional forms added at any time by Coordinated Student Health Services. These forms can be found on the Coordinated Student Health Services Department's website: <u>http://www.browardhealthservices.com/forms/</u>. 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.

- 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 are to be written weekly at the bottom of the medication log. Notes of explanation are to be written on the back of the form as necessary.
- 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 a student(s) with Diabetes who are receiving health services at a school. Use the Daily Diabetic Log in place of the "Student Medication Log" or "Nurses Notes" form. Each note must be clear and contain clear documentation as to the services provided.
- E) Healthcare Notes: Copies of all healthcare/nurses notes for medically fragile students must be given to the student's school at the end of the school year. These notes must be placed in the student's CUM Health Record folder. If there is a termination of services, the copies must be given to the school at the time of termination. 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 Healthcare Action Plan (EHP) 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 by the principal/designee. The EHP is to be reviewed with school staff by the Awardee's RN and a copy provided to the school staff. All student health records shall be filed in the student's cumulative health folder. Also, Awardee(s) shall provide clear documentation when there is a change in the student's healthcare needs that may warrant a change in their immediate level of care.
- 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 daily. 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 monthly and submit to the Florida Department of Health School Health Program manager.

ATTACHMENT M

HEALTHCARE DUTIES AND SERVICE – DIRECT HEALTHCARE PROVIDER TO STUDENT RATIO

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

The following is a list of key responsibilities for the healthcare personnel providing direct care to students: (This list is not all-inclusive of the responsibilities required.)

- 1. Awardee(s) must accompany the student to and from school daily unless otherwise directed. The awardee must use the Kronos time system to record arrival and departure from school premises. The district approved timesheets must be used to record arrival and departure times from student 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 reflects the student's medical diagnoses and medical orders.
 - Section 4: Training/Licensure documents of nurse
 - Section 5: Documentation of training to school staff
 - Section 6: Supervisor Visit documentation
- 4. All health procedures and treatments must be written on the SBBC Authorization for Medication/Treatment form and signed by the student's physician. The parent/guardian must also sign the Authorization for Medication/Treatment. Verbal orders from the parent/guardian are not acceptable. New Authorization for Medication/Treatment Forms must be submitted to CSHS at least one week before the expiration of the current authorization.
- 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(s) shall be provided with a completed Authorization for Medication/Treatment form from their agency. Awardee(s) shall then be responsible for providing this care. If the request comes from school personnel, Awardee(s) should contact their agency for authorization to perform the additional duties.
- 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).

ATTACHMENT M

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 the healthcare provider's notes. The student's folder/binder is to be secured in a locked cabinet.
- 12. Breaks away from the student are not permitted, as the healthcare personnel is responsible for meeting the medical needs of their assigned student from the time they make contact with the student in the morning until they "report off" and transfer responsibility to a knowledgeable, responsible adult in the afternoon.
- 13. The healthcare personnel should eat lunch where he/she can clearly see their assigned student.
- 14. Restroom breaks should be taken after the healthcare personnel has assessed and assured the medical stability of their assigned student. Healthcare personnel must tell the teacher in the classroom that he/she must take a restroom break. If there is a restroom in the classroom, it must be utilized.

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ATTACHMENT N

AGENCY TIMESHEET

Week Beginning On:		Agency Nan	ne:		_ RN / LPN / HST	Г: НЯТ/	/ Nurse Name:	
RN Supervisor Name (Applica	able to the R	RN/HST Prog	ram):			School Name:		
Client Name (If Applicable): _				Cii	rcle Type of Care Pr	oviding: Clinic	Direct Care to Stude	ent (1:1)
Day of Week	Date	Time In	Time Out	Number of Hours Worked	Initials of School Staff Verifying Time		Position of School [•] ifying Time	Name of School
Monday								
Tuesday								
Wednesday								
Thursday								
Friday Employee Signature:		 						

RN Supervisor for HST Signature: _____

Agency Administrator Signature: _____

ATTACHMENT N

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

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 O

Broward County Public Schools Coordinated Student Health Services

Contracted Agency Nurses Accountability Checklist

AGENCY NAME:	DATE:
SCHOOL:	
NURSING SUPERVISOR:	

NURSE: _____

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

ATTACHMENT O Contracted Agency Nurses Accountability Checklist

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

ATTACHMENT O Contracted Agency Nurses Accountability Checklist

PROCEDURE	Performs activity in accordance to policy and procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction and supervision
 SEIZURES Diastat Administration Caregivers Diastat Kit List Seizure Log 			
 HEALTH ROSTER Identifying Students with chronic Health issues Developing a Plan of \Care 			
Corrective Action Plan needed YES	NO _		
Comments: 		DATE:	
Comments:			
Comments: 		DATE:	

ATTACHMENT P

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 Team Lead Nurses within the first two weeks of the start of the new school year, and within the first two weeks in January upon returning from winter break.
- All newly hired agency nurses are required to submit a form completed by the Nursing Supervisor within one week of the start date.
- **Fax all forms to 754-321-1695 ATTN: CSHS Clinical Nursing Supervisor.**
- CSHS Clinical Nursing Supervisors shall review the checklist and address any concerns with the Agency supervisor.
- District Team Lead 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 one week.

ATTACHMENT Q

<u>Clinic RN Supervisory School Visit</u>

Date:	Agency:	-
RN/LPN/HST:	Supervisor:	-
Notes:		

SKILLS REVIEW

Glucose Monitoring
Glucagon Administration
Insulin Administration
Insulin Syringe
Insulin Pen
Insulin Pump
Carbohydrate Counting
Nebulizer
EpiPen
Diastat
Medication Administration
Other:

CLINIC REVIEW

Quality Improvement Form	
Consultation with school staff	
504 Meetings	
IEP Meetings	
Child specific training	
Health Education class	
Other:	

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ATTACHMENT R



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 S



Coordinated Student Health Services Marcia Bynoe, Director

Clinic Monthly Data Collection Worksheet

ool Name:	Agency:		Month:
Type of Student Visits to Clinic	Total Visits	Total Time of Care	Total Meetings Attended
504			
IEP			
General Education			
Total			

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

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ATTACHMENT T



Corrective Action Plan

School	Agency	Date	_
Description of Corrective Action:			
Corrective Action Taken:			
Evidence of Completion of the Corrective	e Action:		
Title/Role of Responsible Persons:		Date of Completion:	
	<u>_</u>		
Employee Name/Title	Emp	bloyee Signature/Date	

Supervisor Name/Title

Supervisor Signature/Date

Reviewed by Coordinated Student Health Services:

Name/Title

Signature/Date

ATTACHMENT U

Broward County



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	2:
Reviewed by Coordinated Student Health Services or 7/2015	n:

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ATTACHMENT V

Month/Year:_____

Agency:_____

Diabetic Student Teaching Skills Record

Student Name:		
School:		
Grade:		
Parent/Guardian:		
Phone Number:		
Learning Barriers: Yes_	No (If yes, check all tha	t apply below)
Age	Emotional/Psychosocial	Lifestyle change
Longuage	Mativation	

Age	Emotional/Fsychosocial	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				

ATTACHMENT V

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

Comments:_____

Nurse Name (Print):_____

Nurse Signature:_____

6/18/12

ATTACHMENT W

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

Kronos User Agreement Created: 4/18/2016

Page 98

ATTACHMENT X

Medi		UDENT HEALTH SERV thly Medical and Insuranc	
Please submit this repo	ort with the RN Supervisor Rep	ort, which is completed month	ly and submitted to CSHS.
Date:	Reported Montl	h:	Grade:
Student Name:		School Attending: _	
Total Days absent for t	he month:	dent Absences	
Reasons for absences:	Check all that apply and give n	number of days	
□Illness/Days	_ □Hospitalization/Days	□Appointments/Days	Dursing issues/Days
□Other:			
	<u>Nu</u>	irsing Agency	
Nursing Agency Assig	gned:		
Nurses Assigned (Nan	ne/Title):		
Have there been nurse of	changes? □No □ Yes	(If yes provide explanation be	
	Insura	ance Information	
Name of Insurance:			Expiration Date:
Any insurance/payment c	concerns:		
	<u>M</u>	edical Status	
Change in medical sta	atus: □No □Yes (If yes, p	lease explain below and attache	•
or changes in medical s Care Plans.	status please attach a current A	uthorization for Medication an	f d/or Treatment form and Nursing
Agency RN Printed Na	ame	Signature	Date
CSHS Review/Comme	ents:		
CSHS Nurse		Date	

ATTACHMENT Y





Coordinated Student Health Services Marcia Bynoe, Director

MEDICALLY FRAGILE SUPERVISORY QI CHECKLIST

SUPERVISOR NAME:	DATE:		
Nurse' Name:	Agency:		-
Nurse Presentation	YES	NO	F/U
Attire Appropriate for school			
Wearing vendor badge			
Carrying necessary equipment:			
Stethoscope			
Pen light			
Scissors			
Pulse Oximeter			
Blood Pressure Cuff			
Student's Medical Equipment			
Has all needed medical equipment as listed on the			
Auth. For Medication/Treatment form			
Accompanying nurse can troubleshoot all equipment			
Written plan for equipment malfunction			
List:			
Medications			
Medication Policy is in book			
Current orders are documented on the Authorization			
for Medication/Treatment form			
Medications are in the original containers with			
pharmacy labels containing the student's name,			
medication, dosage, route, and frequency			
Medication is in a locked container or secured in			
nurse's possession			
Medication expiration dates are noted in			
documentation			
Student's Chart/Binder:			
School Information: Release of Information			
Code Blue Procedure is documented in binder at			
assigned school			
School Information Sheet			

Policy for medication administration, reporting	
medical errors	
Accident Reporting Procedure	
Careplans are present and reflect all diagnoses	
Documentation	
Nursing documentation is up to date	
Documentation reflects all student's medical	
diagnoses	
Physical assessment is completed daily	
Supervisory visits	
Supervisor visits are up to date	
Supervisor's visit reflects corrective action plan of	
errors noted	
School:	
IEP reflects how students medical status impacts	
their education	

Plan for above deficiencies: _____

(Use lined page for further documentation)

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

RN name/Signature

Date

ATTACHMENT Z

Report of Medication Error

Name of School:
Name of Student:
Birth Date:
Date and time of error:
Name of person administering medication:
Name of medication and dosage prescribed:
Describe circumstances leading to error:
Type of error:
Describe action taken:
Persons notified of error:
<u>Name</u> <u>Date</u> <u>Time</u>
Principal:
Parent:
Physician:
Health Education Services:
Other:
Signature (person completing incident report):
Follow-up information if applicable:
Original - Principal/Cumulative Health Folder Copy - School Nurse Copy - Health Education Services
Source: "Guidelines for In-servicing Non-Medical Personnel on Medication Procedures." DHMH, Maryland.

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No. of Hours/Day:_____

ATTACHMENT AA

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

School:	Date:
---------	-------

Agency/	/SBBC:
---------	--------

_____Nurse:_____

Health Room Person RN:_____ LPN:_____

Administrative Issues	Yes	No	N/A
Standardized health room log used (no notes or individually identifiable health			
information			
Health treatment protocols for management of chronic and complex conditions and			
emergency procedures are readily available			
Administrative protocols and references are available			
Policy for reporting and documenting medical errors is available			
Core Monitoring posters located in office and clinic			
Medication Administration (s. 1006.062, F.S.; Ch. 64B9-14, F.A.C.)	Yes	No	N/A
School District Medication Policy available onsite			
2-Unlicensed Assistive Personnel (UAP) are designated by school administrator			
• Training of UAP documented/posted (every 2 years)			
Periodic monitoring of UAP documented			
Names of trained UAP are in the Clinic Communication Binder			
Parental permission (signature) on file for each medication authorization form			
Documentation of counting medication (initial & refills) when received			
Medications stored in original container with original pharmacy label, not expired			
Medications stored in locked cabinet or locked in refrigerator (or lock box)			
OTC medication labeled with students name, not expired			
Expired medications stored in labeled container in separate locked cabinet			
Parent/Risk Management notified of expired Medication, not removed by parent			
Individualized student medication record in use			
Procedure to identify no-show students			
Medication received match the medication listed on the Physician Authorization Form?			
When receiving new M.D. orders are the previous orders discontinued ?			
Scheduled medications given within the correct time frame?			
Emergency Preparedness (CH 64F-6.004, F.A.C.)	Yes	No	N/A
Student emergency health information records are readily available to staff			
Procedure to report accidents and injuries in use			
Current CPR/First Aid/AED certification (health room staff & 2 additional school			
staff) and current certification copies available.			
Names/phone numbers of persons certified in CPR/First Aid/AED posted on 911			
emergency poster throughout the school			
First aid supplies and emergency equipment available, and not expired. (see School			
Health Guidelines, Section IV, Chapter 21 for recommendations)			
AED unit is properly maintained with documentation bi-weekly			
Documentation that Blood Borne Pathogens DVD has been viewed by staff			

ATTACHMENT AA

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):

CSHS

Rev113016

ATTACHMENT BB

<u>Coordinated Student Health Services</u> <u>Nursing Activities</u>

Activity	Description
Grade Level Screenings	 Grade-level screenings of students are central to identifying health problems that may adversely impact health and school performance. Vision screenings are required for all students in kindergarten (k), 1st, 3rd, and 6thgrades 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.

ATTACHMENT BB

<u>Coordinated Student Health Services</u> <u>Nursing Activities</u>

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

ATTACHMENT BB

<u>Coordinated Student Health Services</u> <u>Nursing Activities</u>

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

11/16

ATTACHMENT CC



Request for Corrective Action Plan

Date:	Time:	
School:	Agency:	_
Employee Name/Title:		
Issues found upon clinic audit:		
		-
		-

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

Signature & Title:_______

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

COORDINATED STUDENT HEALTH SERVICES

ATTACHMENT DD

SAMPLE INVOICE

Company Name

Street Address City, ST ZIP Code Telephone Fax

1400 NW 14th COURT

ATTN: MARIA TORRES

FT. LAUDERDALE, FL 33311

TO:

INVOICE

INVOICE NUMBER: 9-5454

INVOICE DATE:: 9/2/2016

WEEK #2 8/22 - 8/26/2016

PURCHASE ORDER #: 7517xxxxx DESCRIPTION OF SERVICES: NURSING PROGRAM TYPE:

ESE [
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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

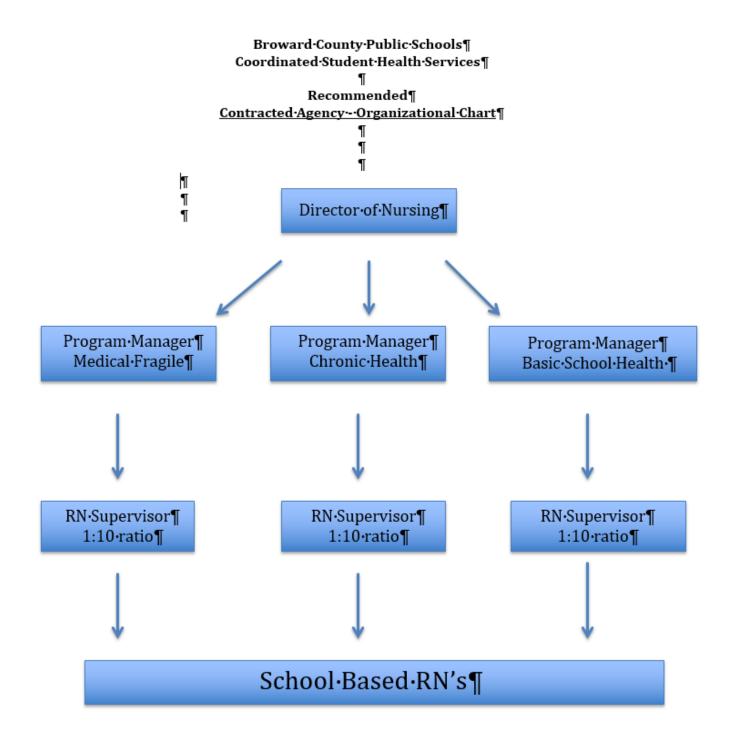
Make checks payable to:

ABC Company Address City, State, Zip

Tax ID#

THANK YOU FOR YOUR BUSINESS

ATTACHMENT EE



ATTACHMENT FF

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School Health Plan Can be viewed at this link

http://bcpsagenda.browardschools.com/agenda/01472/Item%20F-1%20(53671)/index.html

																											TOTAL: 0		a Total # Student Visits 0	Table 1: Total Visits 1		School Name/Level:	Broward County	HEALTH	
									TOTAL OUTCOMES	TOTAL UAP:	5 Other:	4 Sent Home	3 Returned to Class	1 911 Services	UAP (HST/School Designee)	TOTAL LPN:	5 Other:	4 Sent Home	3 Returned to Class	2 Emergency Room	1 911 Services	C LPN	TOTAL RN:	5 Other:	4 Sent Home	3 Returned to Class	2 Emergency Room	1 911 Services	D RN	Table 2: Outcome Dispositon by Provider	School Type: Basic Co				
_	24	2 13		100	22	21	20	19	0 18	0 18	•	0 17			13	0	-	0 12				8	0 7	0	0	0 4	0	0		20	Comprehensive				
TOTAL MEDS & PROCEDURES			1000	TOTAL COMPLEX PROCEDURES			Specimen Collect./testing		Tube/PEG Flush		(Cardiac, Pulse Ox, BP, Other)					Complex Procedures	TOTAL MEDICATIONS BY ROUTE					Rectal	Nasal	Ear	Eye	Topical	Insulin Adminstration	Inhalen/Nebulizer	Oral	Table 3: Medications	Full Service Health Provider Type: RN	Health Room Staff Name/Title:			Monully summary Log
00	0			0	•	0	0	0	•			•		0	0		0	c	0	0	0	0	0	0	0	0	0	0	0	1	der Type:	ë			V LOS
																										4 School Designee	3 Health Support Tech	2 L.P.N.	1 R.N. / A.R.N.P.	Table 4: Direct Services Provided By	DLPN DHST				
																										0	0	0	0	ovided By	School Designee				
	1/28/2018	130302.0															13 NO Keterral	12 Parent	11 Subst. Abuse Coun,	10 Social Work Services	9 Mental Health Counseling	8 Healthcare Provider	7 Kidcare	6 Sexual Health Services	5 Healthy Start	4 Pregnancy Care	3 Guidance Counselor	2 Dental Care	1 Abuse Registry	Table 5: Referral To	Designee	Date:			
																	-	-						•	•		0	0							

ATTACHMENT - GG

ATTACHMENT HH

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Coordinated Student Health Services, 1400 NW 14 Court, Fort Lauderdale, FL 33311 AUTHORIZATION FOR MEDICATION/TREATMENT Prescription or Over-the-Counter Medication

Student's Name:		Date	of Birth:	Grade:
School Name and Pho	ne #:		Fax#:	
Allergies:	-			
Diagnosis:				
MEDICATION	DOSAGE & ROUTE	FREQUENCY	SPECIFIC TIMES	SPECIAL INSTRUCTIONS/ SIDE EFFECTS
diabetic reactions, etc.)		-	-	ed for this student; e.g. allergy triggers,
There are no extraordinar 911 arrives, is this				only CPR and first aid are available until S □ NO, IF "NO", specify:
Physician's Name (Printed	0		Physician's Signa	ture
			Physician's Telep	hone & Fax Numbers
Physician's Office Address	3		Date Completed	
This information will be obtained	PARENT	tt Personnel C AL PERMISSION CTED BY THE STUDI		
Student's Name:		Date of Birt	h:	Grade:
during the school day, inclu by his/her physician to self-a	ding when he/she is administer their medi om school property f	away from school prop ication(s), I grant perm or official school even	erty for official sc ission for my child ts. In the event tha	ration of each medication to or for my child hool events. If my child has been authorized to self-administer their medication at school at my child is unable to self-administer their he prescribed medication.
NOTE: Medications must be s labeled containers, prov School personnel may a It is your responsibility	iding one for home a administer only medi	and one for school. cations authorized by a	physician.	ide the medication into two completely men.
Parent /Guardian Name (Pri	nted)	Signatur	e of Parent / Guard	lian
Date Signed		Contact	Phone Number	
Form #2240 Rev. 12/19				

ATTACHMENT HH

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

Student's Name:	
Date of Birth:	
School Name:	

Grade:

Diagnosis:

Allergies:

TREATMENTS DURING SCHOOL HOURS

Treatment Plan:

PROCEDURE	TYPE	MEDS / FEEDING AMOUNT	FREQUENCY SPECIFIC TIMES	RATE / FLOW
Catheterization	1112	AMOUNT	STECIFIC TIMES	TLOW.
Feedings	G-Tube IJ-Tube NG-Tube Special			
Suctioning	Oropharynx			
	Tracheostomy Deep Surface			
Tracheostomy	Tube Replacement			
	Care (Cleaning)			
CPT				
Oxygen /Misting				
Ventilator				
Nebulizer Tx				
Pulse Oximeter				
Are any of the abo	ve procedures required for e	emergency care? □ YES	🗆 NO, IF "YI	ES", specify
				Lis

any procedures the student has been trained to perform

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

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

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

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

PARENTAL PERMISSION FOR TREATMENT

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

Student's Name:

_Date of Birth: to assist or perform the administ

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

Parent / Guardian Name (Printed)

Signature of Parent / Guardian

Grade:

Date Signed

Contact Number

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ATTACHMENT II - NO BID

STATEMENT OF "NO RESPONSE"

li	f 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 infor	mation will help SBBC in the preparation of future RFPs.
RFP Nun	nber:_FY21-008 Title:HEALTHCARE SERVICES
Company	y Name:
Contact:_	
Address:	
Telephon	ne: E-mail:
\checkmark	Reasons for "No Response":
	Unable to comply with product or service specifications.
	Unable to comply with the scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____

Date:_____