

FLORIDA
DEPARTMENT OF HEALTH (DOH)
DOH 15-009



12-2014

INVITATION TO BID (ITB)
FOR
SCHOOL HEALTH SERVICES

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SECTION 1.0: INTRODUCTORY MATERIALS

1.1. Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for the Department of Health to obtain competitive prices for staff to provide basic school health services in accordance with Section 381.0056, Florida Statutes (FS), Florida Administrative Code Chapter 64F-6.001-6.006, and the most recent version of the Florida School Health Administrative Guidelines as well as specialized services in accordance with Section 402.3026, FS and the local School Health Services Plan in selected schools in the Broward County School District.

1.2. Scope of Services

Detailed specifications for this solicitation are provided as **Attachment A** in this ITB.

1.3. Definitions

Bidder: the vendor or entity that submits materials to the Department in accordance with this ITB. The successful bidder will also be referred to as the provider.

Bid: the complete written response of the Bidder to this ITB, including properly completed forms, supporting documents, and attachments.

Calendar days: all days, including weekends and holidays unless otherwise defined and which will take precedence over this definition.

Contract: the formal agreement or order that will be awarded to the successful Bidder under this ITB, unless indicated otherwise.

Department: the Florida Department of Health or the Florida Department of Health in Broward County (DOH-Broward) may be used interchangeably.

Minor Irregularity: as used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Bidder an advantage or benefit not enjoyed by other Bidders, or does not adversely impact the interests of the Department.

Order: as used in the context of this solicitation refers to a Purchase Order or a Direct Order.

Provider: the business entity awarded a contract by the Department in accordance with the Bid submitted by that entity in response to this ITB.

Vendor Bid System (VBS): refers to the State of Florida internet-based vendor information system at: http://myflorida.com/apps/vbs/vbs_main_menu.

SECTION 2.0: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1. Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: Susan Wasserman
780 S.W. 24th Street
Ft. Lauderdale, FL 33315
Email: susan.wasserman@flhealth.gov

2.2. Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes.

2.3. Term

It is anticipated that the Contract resulting from this ITB will begin on August 1, 2015 or the Contract execution date whichever is later, and shall end on July 31, 2016. Renewals, if any, as identified in **Section 4.2** shall be for the terms of August 1, 2016 through July 31, 2017. Bidders are advised that the primary workload will occur during the time the Broward County public schools are in session. The contract resulting from this ITB is contingent upon availability of funds. It is anticipated that the total funding for the initial contract and subsequent renewal will not exceed \$2,106,626.00

2.4 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	May 29, 2015	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Bid Conference	June 09, 2015 10:00 a.m.	Florida Department of Health in Broward County 780 S.W. 24th Street Ft. Lauderdale, FL 33315

Questions Submitted in Writing	Must be received PRIOR TO: June 15, 2015 5:00 p.m.	Submit to: Florida Department of Health in Broward County Attention: Susan Wasserman 780 S.W. 24 th Street Ft. Lauderdale, FL 33315 E-mail: Susan.Wasserman@flhealth.gov
Answers to Questions (Anticipated Date)	June 17, 2015	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	Must be received PRIOR TO: July 01, 2015 4:00 p.m.	<u>PUBLIC MEETING</u> Submit to: Florida Department of Health in Broward County Attention: Susan Wasserman 780 S.W. 24 th Street Ft. Lauderdale, FL 33315
Anticipated Posting of Intent to Award	July 07, 2015	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.5 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the Bidder to be aware of any addenda that might affect their Bid.

2.6 Pre-Bid Conference

A non-mandatory pre-bid conference will be held at the time and location indicated in the Timeline, Section 2.4. Bidders may ask questions and seek clarification during the pre-bid conference and submit written questions by the time set forth in the Timeline, **Section 2.4**.

The Department may answer any questions at the pre-bid conference or defer them to a later date as identified in the Timeline, **Section 2.4**. Only written answers are binding.

2.7. Questions

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, or hand-delivery), within the time indicated in the Timeline, **Section 2.4** by the Procurement Officer, identified in Sections 2.1. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in writing and/or during the Pre-Bid Conference will be posted on the MyFlorida.com Vendor Bid System web site:
http://vbs.dms.state.fl.us/vbs/main_menu.

2.8. Basis of Award

A single award will be made to the responsive, responsible Bidder offering the lowest grand total price to provide the services requested in this ITB for the initial contract period and the subsequent renewal. Any award will be compensated at the hourly rates as submitted on Attachment B, "Price Page".

2.9. Identical Tie Bids

Where there is identical pricing from multiple bidders, the Department will determine the order of award in accordance with Florida Administrative Code Rule 60A-1.011.

2.10. Protests

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., Eastern time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send bids to the Agency Clerk's Office. Send all bids to the Procurement Officer and address listed in the Timeline, Section 2.4.

The Agency Clerk's mailing address is:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries is:

Agency Clerk, Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 410-1448

SECTION 3.0: INSTRUCTIONS FOR BID SUBMITTAL

3.1. General Instructions to Respondents (PUR 1001)

This section explains the General Instructions to Bidders (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Bid.

<http://dms.myflorida.com/content/download/2934/11780>

The terms of this solicitation will control over any conflicting terms of the PUR1001.

3.2. Instructions for Submittal

1. Bidders are required to complete, sign, and return the "Price Page" with the bid submittal. **(Mandatory Requirement)**
2. Bidders must submit all technical and pricing data in the formats specified in the ITB.
3. Submit one (1) original bid and one electronic copy of the bid on CD or USB. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
4. Bids may be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated in the Timeline, **Section 2.4**.
5. Bids submitted electronically will **not** be considered.
6. Bids must be submitted in a sealed envelope/package with the solicitation number and the date and time of the Bid opening clearly marked on the outside.
7. The Department is not responsible for improperly marked Bids.
8. It is the Bidder's responsibility to ensure its Bid is submitted at the proper place and time indicated in the ITB Timeline, **Section 2.4**.
9. The Department's clocks will provide the official time for Bid receipt.

Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the response.

3.3. Cost of Preparation

Neither the Department of Health nor the State is liable for any costs incurred by a Bidder in responding to this solicitation.

3.4. Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the Bidder considers any portion of its Bid to this solicitation to be confidential, exempt, trade secret or otherwise not subject to

disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Bidder must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, the Bidder will provide the Department with a separate redacted paper and electronic copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of the Bidder on the cover, and must be clearly titled “**REDACTED COPY**”.

The redacted copy must be provided to the Department at the same time the Bidder submits its Bid and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder will be responsible for defending its determination that the redacted portions of its Bid are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder must protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its Bid are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a redacted copy with its Bid, the Department is authorized to produce the entire documents, data or records submitted by the Bidder in answer to a public records request for these records.

3.5. Price Page (Mandatory Requirement)

The Price Page is **Attachment B** of this ITB. Bidders must fill out the Price Page as indicated, sign it, and return it with their Bid.

3.6. Documentation

Bidders must complete and submit the following information or documentation as part of their Bid:

3.6.1. Experience

Bidders must have a minimum of five years’ experience providing school health services in a minimum of 30 public schools per school year. Bidders must provide contact information for entities in which bidder provided these school health services. Bidders may use **Attachment C**, Experience Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Bidders must meet minimum experience requirements in order to be considered responsive. The Department’s determination is not subject to review or challenge.

3.6.2 Organizational Profile

Bidders must submit responses to the following:

1. Number of FTE personnel in its organization.
2. Number of years in business.

3. Number of permanent certified and types of healthcare providers employed by your company.
4. Bidder must have a valid state of Florida business license and required certification(s), if any, to provide healthcare services as described in the ITB. Bidder must provide a copy of their current State of Florida business license and certification number(s) for healthcare services as indicated.
5. State the name of the Director of Healthcare for your company and submit a copy of the director's license as a registered healthcare provider.
6. Total annual operating budget for the bidder's company for the last fiscal year.

3.6.4 Required Certifications

Bidders must sign and return the Required Certifications form, **Attachment D**, with their bids.

3.6.5 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are either on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List which have been combined to one PFIA List of Prohibited Companies which is updated quarterly. This list is created pursuant to Section 215.473, Florida Statutes, which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

Bidders should execute and submit **Attachment D: Required Certifications** with their Bid certifying that they are not on the List of Prohibited Investments (Scrutinized Companies) located at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>

3.7. Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4199 at least five (5) work days prior to any pre-bid conference, bid opening, or meeting. If hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, at 1-800-955-8771 (TDD).

3.8. Responsive and Responsible (Mandatory Requirements)

Any bid which does not meet the criteria described below will be deemed non-responsive.

- Bidders must have a minimum of five years' experience providing school health services in a minimum of 30 public schools per school year.
- Bidders must not have been named as a party in any litigation, bankruptcy, or regulatory action in the past five years or currently be a party in any litigation, bankruptcy or regulatory action. Submission of a response to this ITB is an affirmation of the bidder not having been named as a party in any litigation, bankruptcy, or regulatory action in the past five (5) years or is currently named as a party in any litigation, bankruptcy, or regulatory action.

- Bids must be received by the time specified (**Section 2.4**).
- **Attachment B:** Price Page (as specified in **Section 3.5**).
- Bids must include all documentation identified in Section 3.6.
- Bids must include Certificates of insurance as identified in Section 4.8.

3.9. Late Bids

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time shown in the Timeline (Refer to **Section 2.4**). Bids that are not received by the time specified will not be considered.

SECTION 4.0: SPECIAL CONDITIONS

4.1. General Contract Conditions (PUR 1000)

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, that contains general contract terms and conditions that will apply to any contract resulting from this ITB, to the extent they are not otherwise modified. This document should not be returned with the Bid.

<http://dms.myflorida.com/content/download/2933/11777>

The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

4.2. Renewal

The Contract resulting from this solicitation may be renewed. The Renewal, if any, will be made for a period of one (1) year, but in no event to extend beyond July 31, 2017. Renewals must be in writing, made by mutual agreement, and be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

4.3. Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to **Section 3.6.4 Required Certifications**

4.4. Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 607, 608, 617, and 620, Florida Statutes, respectively prior to award.

4.5. Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012. Florida Statutes must register in the

MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 Florida Statutes, with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Bidder must be registered in the MyFloridaMarketPlace system within five (5) days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

4.6. Minority and Service-Disabled Veteran Business Enterprise Participation

The Department of Health encourages minority and women-owned business enterprise (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

The successful Bidder and their subcontractors must provide a monthly Vendor Diversity Subcontracting Expenditure Report (**Attachment E**) summarizing all subcontracting/material suppliers performed during the reporting period. This report will include the name and address, Federal Employment Identification number and dollar amount expended for each identified subcontractor. A copy of this form must be submitted to the Department's Contract Manager and Vendor Diversity Coordinator.

Bidders do not have to return **Attachment E** with their Bid.

4.7. Subcontractors

The Department will not authorize the use of subcontractors in the contract resulting from this ITB. The terms in this paragraph take precedence over any conflicting terms as contained in this document or resulting contract or purchase order.

4.8. Insurance Requirements

The Contractor must secure and maintain, at its sole expense and for the duration of the contract, term insurance policies to protect itself, and the State of Florida. The Contractor must save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor or any of the employees, agents, or representatives of the contractor.

- A. Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a per occurrence limit of not less than \$100,000.

- B. General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than a per occurrence limit of \$1 million and an aggregate limit of \$2 million.
- C. Professional Liability Insurance with limits of not less than \$1 million per occurrence. The insurance shall be subject to maximum deductible not to exceed \$25,000.

Certificates of insurance coverage described above must be furnished by the awarded vendor on request of the Department.

No insurance will be acceptable unless written by a company licensed by the State of Florida Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time policy is issued.

4.9. Performance Measures

By statute, the resulting contract must contain performance measures. It is the Department's intent to require the provider to complete one hundred percent (100%) of the deliverables as required by any contract resulting from this ITB.

4.10. Standard Contract

Bidders must be familiar with the Department's Standard Contract which contains administrative, financial and non-programmatic terms and conditions mandated by federal law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Standard Contract is mandatory for Departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are **Attachment F**.

4.11. HIPAA Business Associate Agreement

The successful Bidder will be required to execute a HIPAA Business Associate Agreement and comply with all provisions of state and federal law regarding confidentiality of patient information. Refer to **Attachment G**.

4.12. Conflict of Law and Controlling Provisions

Any contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the State of Florida. Venue, should there be litigation, shall be Broward County, Florida

4.13. Termination

Termination must be in accordance with Department of Health's Standard Contract **Attachment F, Section III. B**.

4.14. Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in Section 119.011(1), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, must be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the successful Bidder’s refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally cancel the Contract agreement. The successful Bidder will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by the successful Bidder for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, the successful Bidder agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department’s standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The successful Bidder must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

Pursuant to Section 119.0701, Florida Statutes, the successful Bidder must keep and maintain public records that ordinarily and necessarily would be required by the Provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

ATTACHMENT A SCOPE OF SERVICES

A. Services to be Provided

1. Definition of Terms

- a. **Annual School Health Services Report:** An annual report submitted to the State by August 15th of each year that reflects reported health conditions, services provided, staffing and expenditures. The reporting period will cover July 1st through June 30th each year for the duration of this contract.
- b. **Contract Manager:** The individual designated by the Department to be responsible for the monitoring and management of this contract.
- c. **Fiscal Year:** July 1st to June 30th.
- d. **Health Management System (HMS):** The Department's data system into which documented school health services are entered by service codes identified in the most current School Health Coding Manual, incorporated by reference. This data is used to provide a full accounting of school health services provided.
- e. **Local Education Agency (LEA):** As defined in the Elementary and Secondary Education Act, a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools.
- f. **School Health Services Plan:** A document created by the Department, the Local Education Agency, and the local School Health Advisory Committee, that describes the school health services to be provided within the county, and the responsibility for provision of the services, as required by Section 381.0056(4)(e), Florida Statutes. The School Health Services Plan is developed every two years.
- g. **Quarter:** One-fourth (three months) of a fiscal year. The quarters are July 1 through September 30 (quarter 1); October 1 through December 31 (quarter 2); January 1 through March 31 (quarter 3); and April 1 through June 30 (quarter 4).

2. General Description

- a. **General Statement:** This contract provides school health services to students enrolled in and attending public schools, grades pre-k through twelve in Broward County, Florida.
- b. **Authority:** Sections 381.0056, 381.0059, and 402.3026, Florida Statutes; and Florida Administrative Code Chapter 64F-6.

**ATTACHMENT A
SCOPE OF SERVICES**

3. Clients to be Served

- a. **General Description:** Provider will provide basic school health services in 38 public schools, as determined by the Department, and track specialized services provided in ten of the 38 public schools designated as full service schools. The designation of school is at the complete discretion of the Department.
- b. **Client Eligibility:** All students (“eligible students”) enrolled in and attending a public school, whose parents do not submit a written opt-out form are eligible to receive services under this contract.

B. Manner of Service Provision

- 1. **Scope of Work:** Provider will provide basic school health services and track specialized services in designated schools during the public school calendar year. The successful bidder will be required to comply with all applicable federal, state and local laws including the Florida Administrative Code and the policies and procedures of the State of Florida Health Department including, but not limited to, the following list of the Technical Assistance Guidelines for School Health that can be referenced at <http://www.floridahealth.gov/programs-and-services/childrens-health/school-health/reports-information.html> which is provided as illustrative only and is not exhaustive.

- a. Guidelines for the Care and Delegation of Care for Students with Asthma in Florida Schools
- b. Nursing Guidelines for the Care and Delegation of Care for Students with Diabetes in Florida Schools
- c. School Health Administrative Guidelines
- d. Emergency Guidelines for Schools 2011 Edition Florida
- e. The Role of the Registered Nurse in the Delegation of Care in Florida Schools

2. Task List

- a. Provider must provide basic school health services in 38 public schools to include 10 full service schools, as determined by the Department. In accordance with s. 381.0056, F.S., health services are conducted as a part of the total school health program and should be carried out to appraise, protect, and promote the health of students. Core program requirements, addressed in the *School Health Services Plan* include: health appraisal, records review, nurse assessment, vision screening, hearing screening, scoliosis screening, growth and development screening, health counseling, referral and follow up of suspected or confirmed health problems, first aid and emergency needs in each school, medication administration and medical procedures, prevention of communicable diseases, referral of students to appropriate health treatment, consultation with students’ parent/guardian regarding need for health attention by an appropriate provider, and maintenance of student health information and records (s.

ATTACHMENT A SCOPE OF SERVICES

381.0056, F.S.). Basic school health services must be provided in accordance with Florida Administrative Code Chapter 64F-6.001-6.006, and the most recent version of the Florida School Health Administrative Guidelines, a copy of which which can be found at <http://www.floridahealth.gov/programs-and-services/childrens-health/school-health/reports-information.html> Provider must track specialized services that are provided in the full services schools in accordance with Section 402.3026, Florida Statutes and as specified in the most recent version of the local School Health Services Plan (**Exhibit A**). Provider must have staff in place as identified in section B.8 of this Attachment who will be responsible for all of the tasks described in (**Exhibits B, C, D and E**) respectively.

b. Screenings: Provider must:

- 1) Perform vision screenings each contract year for eligible students in kindergarten, first, third, and sixth grades who are absent on scheduled screening days or new to the school within 30 calendar days of scheduled screening date or school entry date.
- 2) Contact the School Board of Broward County (SBBC) screening staff to schedule hearing screenings each contract year for eligible students in kindergarten, first, and sixth grade who are absent on scheduled screening days or new to the school within 30 calendar days of scheduled screening date or school entry date.
- 3) Perform scoliosis screenings each contract year for eligible students in sixth grade who are absent on scheduled screening days or new to the school within 30 calendar days of scheduled screening date or school entry date.
- 4) Perform growth and development screenings, which must include a body mass index (BMI) percentile calculation, each contract year for eligible students in first, third, and sixth grade who are absent on scheduled screening days or new to the school within 30 calendar days of scheduled screening date or school entry date.
- 5) Refer all students with abnormal screening results to appropriate health care providers for further evaluation and or treatment within 45 calendar days of receiving an abnormal screening result.
- 6) Follow-up with parents of students referred for further evaluation and or treatment to ensure the students received the necessary additional evaluation and or treatment within 30 calendar days of referral.
- 7) Submit all service and screening data for each month to the Department Contract Manager within 15 calendar days following the end of each month. (**Exhibits F, G & G1**)
- 8) Participate with the Department to provide up to six (6) mandatory trainings per year on topics deemed necessary to safely provide assigned health services.

c. Full Service Schools. Track provision of specialized services at Full Service Schools

ATTACHMENT A SCOPE OF SERVICES

provided by SBBC or other community agencies, including but not limited to, nutritional services, economic and job placement services, parenting classes, counseling for abused children, mental health and substance abuse counseling, and adult education for parents in accordance with Section 402.3026, Florida Statutes and as specified in the most recent version of the local School Health Services Plan (**Exhibit A**) at designated schools. If provider becomes aware that a student is pregnant, provider must provide the student with information on interagency collaborations for assistance, counseling, education, and prenatal care.

- d. By September 15 of each year, review each schools immunization compliance report and work with school personnel to obtain required student immunization documentation.
- e. RN supervisors must conduct and document skills assessments, at a minimum, two times per year with health support technicians (HSTs) under their supervision utilizing skills assessment form (**Exhibit H**).
- f. By October 1 of each year, for all students, in all schools served by this contract, with: allergies, diabetes, asthma, seizure disorder, ADHD, autism, eating disorders, blood disorders, cardiac disorders, respiratory disorders, psycho/social issues, hearing impairment, visual impairment or other medical condition or a medical authorization, the RN must complete a Student Assessment Checklist (**Exhibit I**). The Student Assessment Checklist will guide the RN supervisor and the RN in determining if an Individualized Health Care Plan and if an Emergency Care Plan should be written.
- g. By October 1, Individualized Health Care Plans and Emergency Care Plans must be completed for all students, in all schools served by this contract, identified through the Student Assessment Checklist. **Exhibits J, J1, K, K1, L, L1, M, M1 & M2** provide standardized Individual Health Care Plans and Emergency Care Plans for use for the following health conditions: allergies, diabetes, asthma, and seizure disorder. Plans for all other health conditions are to be developed by the RN supervisor and the RN as needed. Individualized Health Care Plans should be developed in conjunction with the parent, staff, health care provider and student (as appropriate).
- h. When a new or newly diagnosed student with a chronic health condition is identified, a Student Assessment Checklist (**Exhibit I**) should be completed by the RN supervisor and the RN and an Individualized Health Care Plan and an Emergency Care Plan should be completed within 30 calendar days as appropriate.
- i. Daily at each school served by this contract, the RN and/or HST provides medication administration and treatment services, as prescribed by the student's healthcare provider on the Authorization for Medication and documented on the Student Medication Log (**Exhibit N**).
- j. Daily at each school served by this contract, the RN and/or HST provides Diabetes medication and/or treatment services as prescribed by the student's healthcare provider on the Diabetes Medication /Treatment Authorization form and documented on the Daily Diabetic Log (**Exhibit O**).

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- k. As needed, Child Specific Trainings should be completed and documented by the RN supervisor and the RN, for all students with Chronic Health Conditions requiring interventions at school. Trainings are to be provided to teachers, HST's, and other school staff who have interactions with the student. Trainings should be completed within 30 calendar days of the start of school or within 30 calendar days of notification of a new chronic health condition.
 - l. As needed, a chronic health condition overview will be provided and documented by the RN supervisor and the RN for teachers, HST's and other school staff who have a "need to know" on the Emergency Care Plans (**Exhibits J1, K1, L1, & M1 & 2**).
 - m. Daily at each school, the RN and/or HST shall provide non-medication services. These services are to include, but not be limited to, First Aid, complex procedures and referrals, and should be documented on the Daily Summary Log (**Exhibit P**).
 - n. Weekly at each school served by this contract, the RN and/or the HST shall monitor health room supplies and equipment for inventory and expiration as well as the AED machine bimonthly, the 911 posters, CPR certification, and medication administration certification.
 - o. Weekly at each school served by this contract, the RN and/or the HST shall monitor medications and treatments for expiration, label, lock and quarantine expired medications, and work with SBBC Risk Management for expired medication pick up.
 - p. All staff shall participate in up to six (6) days of mandatory trainings per year, on topics deemed necessary to safely provide assigned health services. These trainings shall be provided prior to and during the school year.
 - q. The Clinical Nurse Manager will complete and submit FTE week report for each school according to the annual FTE week schedule.
 - r. Assist with communicable disease investigations and management.
- 3. Documentation:** The Provider must complete and maintain the following documentation:
- a. Student Medication Log (**Exhibit N**)
 - b. Daily Diabetic Log (**Exhibit O**)
 - c. DOH-Broward Unduplicated Log (**Exhibit R**)
 - d. Daily Clinic Log (**Exhibit S**)
 - e. Daily Summary Log (**Exhibit P**)
 - f. Monthly Summary Log (**Exhibit F**)
 - g. Monthly Data Collection Log (**Exhibit G & G1**)

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- h. RN Supervisor School Visit Log (**Exhibit T**)
- i. Screening results, referrals, follow-up attempts and outcomes on the Monthly Data Collection Log.(**Exhibit G & G1**)
- j. Individual confidential student health records and individualized medication administration records, as provided by physicians, psychologists or other recognized health professionals and paraprofessionals, used in connection with the provision of medical treatment on school grounds, field trips, off-campus work, bus transportation.
- k. Health records of individual students must be maintained in accordance with Section 1002.22, Florida Statutes.
- l. FTE Week report.
- m. In-Kind Services Form (**Exhibit Q**)

4. Deliverables

- a. One hour or prorated partial hour (rounded up or down to the nearest quarter hour) of Clinical Nurse Manager services.
- b. One hour or prorated partial hour (rounded up or down to the nearest quarter hour) of Registered Nurse Supervisor services.
- c. One hour or prorated partial hour (rounded up or down to the nearest quarter hour) of Registered Nurse services.
- d. One hour or prorated partial hour (rounded up or down to the nearest quarter hour) of Health Support Technician services.
- e. Submission of completed monthly summary logs and completed monthly data collection forms for each school to the Department by the 10th day of the month following the month being reported.
- f. Submission of all information necessary for the completion of the Annual School Health Services Report to the Contract Manager within 15 days following June 30.
- g. Submission of the In-Kind Services Form (**Exhibit Q**) for Full Services Schools no later than 15 days following June 30 to the Contract Manager.
- h. Provide a substitute HST to a school within 2 hours of being advised of an HST's absence.

5. Performance Measures: The following deliverables must be met by the provider at the following minimum levels of service:

- a. Deliverables B.4.a. through d.: Provision of services as identified in section B.4.a.through d.

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- b. Deliverable B.4.e: Submit completed monthly summary logs and completed monthly data collection forms for each school by the 10th day of the month following the month being reported. **(Exhibits F, G & G1)**
- c. Deliverable B.4.f.: Submit all information necessary for the Annual School Health Services Report to the Contract Manager within 15 calendar days following June 30.
- d. Deliverable B.4.g.: Submit the completed In-Kind Services Form **(Exhibit Q)** for Full Services Schools no later than 15 calendar days following June 30.
- e. Deliverable B.4.h.: Provide a substitute HST to a school within two hours of being advised of an HST's absence.

6. Financial Consequences: If Provider does not complete the deliverables in the time and manner specified in Section B.4., the following financial consequences will be assessed:

The provider is solely and uniquely responsible for the satisfactory completion of the deliverables described herein and/or as amended by the State in the time and manner specified. Failure to perform 100% of each deliverable will result in financial consequences being assessed.

Failure to provide the deliverables described herein in the manner and time specified will result in a reduction in payment for the specified deliverable not met as follows:

- a. Deliverable B.4.a. through d.: Provider will not be paid for hours staff does not provide services according to the terms of this contract.
- b. Deliverable B.4.e.: Failure to submit monthly service data within 10 calendar days following the end of each month **(Exhibits F, G & G1)** will result in a 1% reduction to the monthly invoice for the month this deliverable is not met.
- c. Deliverable B.4.f.: Failure to submit all information necessary for the Annual School Health Service Report to the Contract Manager within 15 calendar days following June 30 will result in a 3% reduction to the final month's invoice.
- d. Deliverable B.4.g.: Failure to submit the In-Kind Services Form **(Exhibit Q)** for Full Services Schools within 15 calendar days following June 30 will result in a 3% reduction to the final month's invoice.
- e. Deliverable B.4.h: Failure to provide a substitute HST to any school within two hours of being advised of an HST's absence will result in a 2% reduction to the monthly invoice for the month this deliverable is not met.

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7. Service Location and Equipment

a. Service Delivery Location

All school health services will be provided in the health room or clinic facilities at school sites in accordance with the most recent version of the State Requirements for Educational Facilities, Florida School Health Administrative Guidelines, and the county's approved School Health Services Plan (**Exhibit A**). If issues of noncompliance in health room or clinic facilities are identified, the provider shall refer them to school administration. If an issue remains unresolved and impacts provider's ability to perform contractually required tasks, provider shall contact Department School Health Program Manager.

b. Service Times

Services will be provided in accordance with time frames identified in the then current approved public school year calendar.

8. Staffing Requirements

a. Staffing Levels

Provider will maintain an administrative organizational structure sufficient to discharge its contractual responsibilities. The provider shall assign Register Nurses (RN) and Unlicensed Assistive Personnel (UAP) otherwise known as Health Support Technicians (HST) to specific schools with the expectation that the provider's employee will remain assigned to that school absent the resignation or separation of the employee from the provider or a request to move or remove the RN or HST from the school as determined by the Department. Provider must replace any employee whose continued presence would be detrimental to the success of the program with an employee of equal or superior qualifications. The Department will endeavor to provide no less than 3 days' notice but, in any event, such replacement must be made immediately if such action is requested by the Department. Information to document staffing configuration for basic school health services and full services school specialized services will be provided to the Contract Manager for inclusion in the Annual School Health Services Report each year for the duration of this contract. There shall be one (1) FTE Clinical Nurse Manager to oversee the School Health Program and Staff, seven (7) RN Supervisors, three (3) RN's and 35 HST's. Each RN Supervisor shall supervise five HST's at five different schools as assigned by the Department. If staff in any of these positions, with the exception of the HST's, is absent or the position is vacant, the direct supervisor of that position will be responsible for covering the position until the return of staff or the position is filled.

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Staff shall include:

Number of Positions	Position Title	Education	Experience	Duties	Days/Hours
1	Clinical Nurse Manager	Registered Nurse, currently licensed under Chapter 464 F.S. with a Bachelor's Degree.	School Health Program Management or similar experience. Two (2) years supervisory experience.	See Exhibit B	Year Round Full Time Position. Monday-Friday
7	Registered Nurse Supervisors	Registered Nurse, currently licensed under Chapter 464 F.S. A Bachelor's Degree or above from and Accredited University.	One (1) year experience as a Registered Nurse supervising an unlicensed assistive personnel or HST. School Health or pediatric nursing preferred.	See Exhibit C	Full Time Position. Monday – Friday, (on days schools are open excluding teacher planning days according to the Broward County Public Schools calendar and up to 6 days of training)
3	Registered Nurses	Registered Nurses, currently licensed under Chapter 464 F.S. with a Bachelor's Degree.	School Health or pediatric nursing preferred.	See Exhibit D	6 hours per day for 180 school days (when students are present) and up to six (6) training days.
35	Health Support Technicians	High School Diploma or GED. Certification in First Aid and Cardiopulmonary Resuscitation (CPR) per 64F-6.004 F.A.C.	One (1) year providing direct patient care services of a medical nature.	See Exhibit E	6 hours per day for 180 school days (when students are present) and up to six (6) training days.

b. Delegation

As the health-related needs of students intensify and the availability of licensed health staff in schools decreases, delegation of duties to the Unlicensed Assistive Personnel (UAP), otherwise known as Health Support Technicians (HST) is an available option in meeting the continuing health needs of students. Section 464, F.S. outlines specific services that can be delegated to the UAP. Chapter 64B9-14, F.A.C. provides

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requirements for delegation to UAPs (definitions, delegation of tasks or activities, and delegation of tasks prohibited). The delegation of nursing services in the school setting is a role that can be performed only by a registered nurse. Technical Assistance: School Health 2, *The Role of the Professional School Nurse in the Delegation of Care in Florida Schools*, August 2006, provides definitive guidance.

c. Miscellaneous Staffing Requirements

- 1) Identification/Attire/Cell Phones: It is mandatory that provider have a current School Board of Broward County (SBBC) vendor ID badge, in addition to their agency badge, with the appropriate licensure/certification noted, e.g. RN, HST on their person at all times. No time or expenses may be charged to the Department to meet this requirement. Professional attire, such as nursing scrubs or a lab coat, is required. Shoes must be close toed. Personal cell phones are to be used for emergencies only.
- 2) Attendance /Punctuality: All provider's healthcare personnel are to call the provider as soon as they know that they will not be available for a scheduled shift or will be late. Provider shall contact the school regarding the employee's absence or late arrival and the plans for healthcare substitution for that day.
- 3) Provider is responsible for informing its employees of the current SBBC calendar which includes teacher workdays, half days and days that schools are closed.

d. Staffing Changes

- 1) Replacement personnel (substitutes or long-term) must have credentials that meet the education and experience identified in section B.8. and their credentials must be maintained by the provider and available for inspection and audit by the Department.
- 2) Provider must notify the Contract Manager via email of any vacancy within 1 hour of being made aware of such vacancy.

C. Method of Payment

1. This is a fixed price/unit cost contract. The Department shall pay the provider for the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed _____, subject to the availability of funds.

**ATTACHMENT A
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The Department agrees to pay for the deliverables at the unit prices below:

Description	Quantity	Cost per hour
One hour or prorated partial hour of Clinical Nurse Manager Services*	1	\$ _____
One hour or prorated partial hour of RN Supervisor Services*	1	\$ _____
One hour or prorated hour of School Nurse services*	1	\$ _____
One hour or prorated hour of Health Support Technician (HST)* Services	1	\$ _____

- 2. Invoice Requirements:** The provider shall request payment on a monthly basis through submission of a properly completed invoice (to be determined) within 10 calendar days following the end of the month for which payment is being requested. Charges on the invoice must be accompanied by supporting documentation.

*Prorating a partial hour shall be accomplished by rounding up or down to the nearest quarter hour. For example if an HST is supposed to be at work at 8:00 am and arrives at 8:08 am, the time is rounded up to 8:15 am. If the HST arrives at 8:07, the time is rounded down to 8:00 am. Payments will be authorized only for service units on the invoice, which are performed in accordance with Section C.1., above and other terms and conditions of this contract. The service units for which payment is requested must not, either by themselves, or cumulatively by totaling service units on previous invoices exceed the total dollar amount authorized by this contract.

- 3. Supporting Documentation Requirements**

Service Delivery Documentation: The provider shall submit official timesheets for each staff member documenting the time he/she provided services with each invoice. The timesheets must clearly indicate arrival and departure times as well as lunch hours and must be approved and signed by an authorized individual employed and designated by the provider.

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D. Special Provisions

1. Background Screening Requirements

The provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present or will have direct contact with students 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 the School Board of Broward County in advance of the provider or its personnel providing any services under the conditions described in the previous sentence. Time spent and expenses incurred to obtain the background screening are not chargeable to the Department.

2. Contract Renewal

This contract may be renewed for one (1) year beyond the initial contract term. A renewal must be in writing, made by mutual agreement, and are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

3. Non-expendable Property Clause

Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$1000 or more per unit and an expected useful life of at least one year, and hardback-bound books, which are not circulated to students or the general public, with the value or cost of \$250 or more. Hardback books with a value or cost of \$250 or more should be classified as OCO expenditure.

All such property purchased under this contract must be listed on the property records of Provider. Provider must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.

All such property purchased under this contract must be inventoried annually and an inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property must be submitted to the Department along with the expenditure report for the period in which it was purchased.

Title (ownership) to all non-expendable property acquired with funds from this contract is vested in the Department upon completion or termination of this contract.

At no time will Provider dispose of non-expendable property purchased under this contract except with the permission of the Department and in accordance with the Department's instructions.

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A formal contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved contract budget.

All property bought with state funds, regardless of dollar amount, is property of the state, unless otherwise noted in this contract. As such, the state is entitled to the return of all property once this contract has expired.

4. Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.22, 1002.221 and 1002.222, F.S. and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and its implementing regulations, (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. FERPA requires written consent of the parent or eligible student, a subpoena/court order, or a declared health and safety emergency for SBBC to disclose student PII to the Department and/or FDOH-Broward. In selected instances, the Health Insurance Portability and Accountability Act (HIPAA) (45 C.F.R. Parts 160-164) may apply.

All work, including report generation and involving student information, shall take place at the school; the intent being that no student records or confidential information is to be taken off site.



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

2014 - 2016 School Health Services Plan

Due by September 15, 2014

E-mail Plan as an Attachment to:

HSF_SH_Feedback@flhealth.gov

Contact Person

Please indicate a contact person who was involved in the preparation of this plan and can answer questions if they arise.

Name & Credentials: _____

Position & Agency: _____

Mailing Address: _____

City, County, State, Zip: _____

Phone & Work Cell Phone: _____

Email: _____

SUMMARY - SCHOOL HEALTH SERVICES PLAN 2014 - 2016

Statutory Reference. Section 381.0056, F.S. requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the “Plan”) that outlines the provisions and responsibilities to provide mandated health services in all public schools. Chapter 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed biennially.

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

- **Part I: Basic School Health Services - All Public Schools** – this section contains each of the Florida statutes (Department of Health (DOH) and Department of Education (DOE) that relate to the mandated basic health services for students in all public schools.
- **Part II: Comprehensive School Health Services** – 46 counties receive state funding for comprehensive programs that provide enhanced services to high risk children. These services are in addition to the services identified in Part I.
- **Part III: Health Services for Full Service Schools (FSS)** – all counties receive funding for FSS serving high-risk students with limited access to services. These services are in addition to the basic services identified in Part I.

The Plan contains 4 columns, as follows:

- **Column 1 – Statutory Requirements.** This column is in order by statute and establishes the primary requirements and mandates.
- **Column 2 – Program Standards.** This column provides the standards that are related to the statutory requirements. Where rules are not available, standards are based on other guidelines (such as the Florida School Health Administrative Guidelines (May 2012), current School Health Services Plan, or standards of practice).
- **Column 3 – Local Agency(s) Responsible.** The local agencies (local Department of Health, Local Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described in each statutory requirement and program standard when the Plan is developed. These responsibilities will depend upon the county service/staffing model, funding sources, community partners, and collaboration.
- **Column 4 – Local Implementation Strategy & Activities.** The local agencies will provide implementation strategy and activities to meet each statutory requirement and program standard identified.

GENERAL INSTRUCTIONS

- The 2014 - 2016 plan format is in a Microsoft Excel file. The cells where you enter information are "unlocked" and allow you to type information into them. The cells with references from statute, rule or program standards are locked.
- Please make sure that you only open the 2014 - 2016 School Health Services Plan format in Microsoft Excel.
- Do not work in this file until you have opened and saved it to your network drive or a flash/travel drive. When saving for the first time, use the "Save As" function and add your county's name to the beginning of the file name so your plan will not be confused with that of another county.
- Insert your county's name into the file "Header" by choosing "File", "Page Set-Up", Header/Footer", "Custom Header".
- If you need clarification on the programmatic items in the plan, please email the School Health mailbox at: hsf_sh_feedback@flhealth.gov
- If you have any technical questions about the Excel format not answered by these instructions, please contact your Program Office School Health liaison for assistance.

REFERENCES

Florida School Health Laws and Rules: <http://www.floridahealth.gov/healthy-people-and-families/childrens-health/school-health/laws-rules.html>

Center for Disease Control and Prevention Coordinated School Health Model: <http://www.cdc.gov/HealthyYouth/CSHP/>

Florida School Health Administrative Guidelines: http://www.floridahealth.gov/healthy-people-and-families/childrens-health/school-health/_documents/adminstrative-guidelines.pdf

Emergency Guidelines for Schools (Florida Edition, 2010): http://www.floridahealth.gov/provider-and-partner-resources/emsc-program/_documents/egs2011fl-edtion.pdf

State Requirements for Educational Facilities (2012): <http://www.fldoe.org/edfacil/pdf/sref-rule.pdf>

2014 - 2016 School Health Services Plan Signature Page

My signature below indicates that I have reviewed and approved the 2014 - 2016 School Health Services Plan and it's local implementation strategies, activities, and designations of local agency responsibility as herein described:

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Paula Thaqi, M.D., M.P.H.	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
Local Department of Health Nursing Director	Deborah Hill, R.N.	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
Local Department of Health School Health Coordinator	Maureen O'Keeffe, R.N.	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Board Chair Person	Pamela Goode	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District Superintendent	Robert Runcie	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District School Health Coordinator	Marcia Bynoe, ARNP-BC, MSN, FNP/SNP	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Advisory Committee Chairperson	Maureen O'Keeffe, R.N.	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Services Public / Private Partner	Cindy Aaronberg Seltzer, JD	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
PART I: PREVENTIVE HEALTH SERVICES FOR ALL PUBLIC SCHOOLS				
I.	1. s. 381.0056, F.S. School Health Services Program.	a. Each local Department of Health uses the annual schedule C funding allocation (General Appropriations Act) to provide school health services pursuant to the School Health Services Act (s. 381.0056(1), F.S.) and the requirements of the Schedule C Attachment I.	DOH-Broward LEA	DOH- Broward and LEA shall utilize schedule C funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Schedule C Attachment 1. DOH-Broward and LEA shall have a contractual agreement to subcontract 29 basic schools and 9 full services School Health Program to contracted partners for Nurses/Health Support Technicians. DOH-Broward shall monitor the basic and full service program. DOH-Broward shall provide on-call nurses to schools without Nurses/Health Support Technicians and shall provide Nurse/Health Support Technicians to five comprehensive schools. All schools not covered via contract shall be funded through either the Children's Services Council or LEA (Medicaid/504).
I.	2. s. 381.0056(3), F.S. The Department of Health (DOH), in cooperation with the Department of Education (DOE), shall supervise the administration of the school health services program and perform periodic program reviews.	a. The local Department of Health and local education agency (LEA) each designate one person to be responsible for the coordination of planning, development, implementation and evaluation of the local school health program. Those two individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services. (Ch. 64F-6.002(2)(i), F.A.C.)	DOH-Broward LEA	The School Health Director from the LEA and School Health Services Program Manger from DOH-Broward shall be responsible for the coordination of planning, development, implementation and evaluation of the local school health program. These two positons shall collaborate to assure program compliance and to plan and assess the delivery of program services.

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
		b. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of funding source. (Ch. 64F-6.002(2)(j), F.A.C.)	DOH-Broward LEA	DOH Broward and the LEA shall employ or contract for all health related staff. All contracted and School Health personnel shall meet the employment requirements set forth by DOH-Broward and LEA. DOH-Broward will be responsible for supervision of DOH-Broward employees assigned to school health program. LEA is responsible for supervision of all LEA employees assigned to the school health program. DOH-Broward shall be responsible for monitoring and oversight of LEA contractual services. LEA will provide monitoring and oversight of school health services not under contract with DOH-Broward.
		c. Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards. (Ch. 64F-6.002(2)(j)(1), F.A.C.), and consistent with the Nurse Practice Act (Ch.464 F.S.) and the Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	DOH-Broward LEA	DOH-Broward and LEA shall adhered to protocols for supervision of school health services personnel consistent with statutory and regulatory requirements and professional standards. They shall be consistent with the Nurse Practice Act and the Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools.
		d. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the local Department of Health medical director in conjunction with district school boards, local school health advisory committees, the school district medical consultant, or the student's private physician. (Ch. 64F-6.002(2)(j)(2), F.A.C.)	DOH-Broward LEA	Protocols and standing order shall be developed by DOH-Broward in collaboration with the LEA, local school health advisory committee, and the student's private physician. Child specific standing orders shall be written by the student's private physician.

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
I.	3. s. 381.0056(4)(a), F.S. Each local Department of Health shall develop, jointly with the district school board (a.k.a. local educational agency or LEA) and the local school health advisory committee (SHAC), a school health services plan.	a. Each local school health services plan shall be completed biennially and approved and signed by at a minimum the superintendent of schools, school board chairperson, local Department of Health medical director or administrator.	DOH-Broward LEA	The school health services plan will be completed biennially and approved by the LEA Superintendent of schools, LEA school board chairperson and the DOH-Broward Administrator. The Plan shall be approved by indication on the signature page.
		b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the local Department of Health medical director or administrator. (Ch. 64F-6.002(3)(a), F.A.C.).	DOH-Broward LEA	The school services plan shall be reviewed collaboratively for the purpose of updating the plan. Amendments shall be signed by the LEA superintendent and DOH Broward Administrator.
		c. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners. (Ch. 64F-6.002(2)(g), F.A.C.).	DOH-Broward LEA School Health Partners and Providers	All partners providing school health services will follow procedures developed by DOH Broward for the collection of Health Services data. All partners will submit data monthly within specified time frames to be input into HMS. Additional information needed for the Annual Report will be collected annually.
		d. As per s. 381.0056(4)(a)(18)(b), F.S., each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy pursuant to s. 1003.453, F.S.	DOH-Broward LEA SHAC	The SHAC includes members representing the eight components of the CDC CSH model. A representative from SHAC sits on the LEA Wellness and Learning Supports Committee. In addition the SHAC annually reviews the LEA Wellness Policy.

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I.	4. s. 381.0056(4)(a)(1), F.S. Health appraisal	a. Determine the health status of students.	DOH-Broward LEA School Health Providers	The health status of students will be determined by any or all of the following: <ul style="list-style-type: none"> ▪Health History and/or Nursing Assessment ▪Record Review ▪Parent Conference ▪Coordination/collaboration with school personnel/health care providers and implementation of medical orders for students with actual potential or suspected health problems
I.	5. s. 381.0056(4)(a)(2), F.S. Records review	a. Perform initial school entry review of student health records, to include school entry physical, immunization status (DH 680), cumulative health record, emergency information, etc. (Ch. 64F-6.005(1), F.A.C.)	DOH-Broward LEA	Initial school entry review will be completed by either DOH-Broward or LEA and/or the principal's designee. Review will include information regarding: (a) Immunization status and certification; (b) Health history, including any chronic conditions and treatment plan; (c) Screening tests, results, follow-up and corrective action; (d) Health examination report; (e) Documentation of injuries and documentation of episodes of sudden illness referred for emergency health care; (f) Documentation of any nursing assessments done, written plans of care, counseling in regards to health care matters and results; (g) Documentation of any consultations with school personnel, students, parents, guardians or service providers about a student's health problem, recommendations made and results; and (h) Documentation of physician's orders and parental permission to administer medication or medical treatments given in school.

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		b. Perform annual review of each student's emergency information and medical status. An emergency information card for each student shall be updated each year. (CH. 64F-6.004(1)(a), F.A.C.)	LEA	At the beginning of each school year, or upon new student entry, students will submit emergency information cards. School health personnel or principal's designee will review emergency cards annually to identify current medical status. An emergency information card, shall contain a contact person, family physician, allergies, significant health history and permission for emergency care.
I.		a. Perform school entry and periodic assessment of student's health needs. (Ch. 64F-6.001(6), F.A.C.).	DOH-Broward LEA School Health Providers	DOH-Broward, LEA and School Health Providers will perform school entry and on-going assessments of student's health need according to Chapter 64F-6.001(6), Florida Administrative Code.
		b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the registered nurse (RN) develops an individualized healthcare plan (IHP),	DOH-Broward LEA School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools or School Health Providers RN's at assigned schools will develop an individualized healthcare pan for day-to-day and emergency care of students with chronic or acute conditions at schools.
		c. The RN utilizes the IHP to develop an emergency action plan (EAP) and/or an Emergency Care Plan (ECP) for use by unlicensed assistive personnel and school staff.	DOH-Broward LEA School Health Providers	DOH Broward RN's at assigned schools, LEA RN's at assigned schools or School Health Providers RN's at assigned schools will develop an emergency action plan (EAP) and/or an Emergency Care Plan (ECP) for use by unlicensed assistive personnel and school staff.
I.	7. s. 381.0056(4)(a)(4), F.S. Nutrition assessment	a. Identify students with nutrition related problems (Florida School Health Administrative Guidelines. May 2012, Ch. 11).	DOH-BROWARD LEA School Health Providers	BMI screening will be performed in required grades to identify students with nutrition related problems and will make the appropriate referrals as necessary.
I.	8. s. 381.0056(4)(a)(5), F.S. Preventive dental program	a. Recommended services include: Minimally - age appropriate oral health education to all grades and referral system.	DOH-Broward LEA School Health Providers	Preventive dental services are available through DOH Broward and local dental providers.
		b. Mid-range - oral health screenings, fluoride varnish or rinse program (both recommended for either 2nd or 3rd grades).		Preventive dental services are available through DOH Broward and local dental providers.

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		c. Best practice - school-based or school-linked dental sealant program and primary dental services as available. Recommend a licensed dental professional liaison from the local Department of Health or community partner to provide screenings, preventive oral health services and referrals.		Preventive dental services are available through DOH Broward and local dental providers.
I.	9. s. 381.0056(4)(a)(6-9), F.S. Provisions for Screenings	a. Provide screenings and a list of all providers. Screenings: (1) Vision screening shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten through 5. (2) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten through 5; and optionally to students in grade 3. (3) Growth and development screening shall be provided, at a minimum, to students in grades 1, 3 and 6 and optionally to students in grade 9. (4) Scoliosis screening shall be provided, at a minimum, to students in grade 6. (Ch.64F-6.003(1-4), F.A.C.	LEA	LEA provides screeners to conduct (1) Vision screenings to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten through 5. (2) Hearing screening to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten through 5; and optionally to students in grade 3. (3) Growth and development screening to students in grades 1, 3 and 6 and optionally to students in grade 9. (4) Scoliosis screening to students in grade 6.

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		b. Assist in locating referral sources for additional evaluation and/or treatment for students with abnormal screening results. Referral sources may include, but are not limited to, state contracted vision service providers (provided the student meets eligibility requirements), other service providers and local resources. (1) Provide a list of all referral providers.	DOH-BROWARD LEA School Health Providers	
		c. Establish a system to document and track screening results and referrals.	LEA	
		d. Ensure all screening services are coded into HMS to include initial screenings, rescreenings, abnormal results/referrals, outcomes, and incomplete referrals after three attempts.	DOH-BROWARD	
I.	10. s. 381.0056(4)(a)(10), F.S. Health counseling	a. Provide health counseling as appropriate.	DOH-Broward LEA	All providers providing school health services will provide health counseling, including advise and instruction for health maintenance, disease prevention, interconceptional and preconceptional counseling, and health promotion as appropriate.
		b. Document health counseling in the student health record.	DOH-Broward LEA	DOH-BROWARD and LEA will document Health Counseling in student record as directed by LEA guidelines.
I.	11. s. 381.0056(4)(a)(11), F.S. Referral and follow-up of suspected and confirmed health problems	a. Provide referral and follow-up of abnormal health screenings, emergency health issues, and acute or chronic health problems.	DOH-Broward LEA	All school health providers will provide referral and follow-up of abnormal health screenings, emergency health issues, and acute or chronic health problems.
		b. Coordinate and link to community health resources.	DOH-Broward LEA	All school health providers will coordinate and link students to community health resources.

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		c. Require child abuse reporting. (s. 1006.061, F.S.)	DOH-Broward LEA	1. All school health providers are mandated reporters and have an affirmative duty to report all actual or suspected cases of child abuse, abandonment, or neglect in accordance with Florida Statute. 2. All schools will post in a prominent place at each school site and on each school's Internet website, if available, the policies and procedures for reporting alleged misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student; the contact person to whom the report is made; and the penalties imposed on instructional personnel or school administrators who fail to report suspected or actual child abuse or alleged misconduct by other instructional personnel or school administrators. 3. All principals or the district school superintendent, or the superintendent's designee, are required, at the request of the Department of Children and Family Services, to act as a liaison to the Department of Children and Family Services and the child protection team, as defined in s. 39.01, when in a case of suspected child abuse, abandonment, or neglect or an unlawful sexual offense involving a child the case is referred to such a team. 4. Each school has a Child Abuse Designee to facilitate abuse reporting and investigation.
		d. Provide referral to services to sexually exploited children including: counseling, healthcare, substance abuse treatment, educational opportunities, and a safe environment secure from traffickers (Ch. 39.001 (4) (a-d), F.S.) and report as child abuse (s.1006.061, F.S.).	DOH-Broward LEA	

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I.	12. s. 381.0056(4)(a)(12), F.S. Meeting emergency health needs in each school	a. Ensure written health emergency policies and protocols are maintained and include minimum provisions. (Ch. 64F-6.004(1), F.A.C.). List protocols used (i.e. Emergency Guidelines for Schools 2011 Florida Edition).	DOH-Broward LEA	Polices, procedures and protocols for the management of health emergencies will be in writing and kept in file at the LEA, CHD and at each school. Minimum provisions include: student emergency information cards updated annually for each student, the locations of emergency supplies and equipment, and a list of persons currently certified to provide first aid and cardiopulmonary resuscitation is posted in several areas throughout the school. Protocols used are the Emergency Guidelines for Schools, 2011 Florida Edition.
		b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first aid and a list is posted in key locations. (Ch. 64F-6.004(2&3), F.A.C.). Include on the list location and phone numbers of these staff members.	LEA	Health Room staff and two additional non-medical staff in each school will be certified in a CPR/First Aid by a nationally recognized certifying agency. A copy of this certification shall be kept on file in the health room.. Names, locations and phone numbers for certified staff is posted in key locations. The principal/designee will post the names of certified staff on 911 posters located in health rooms, school office, gyms, cafeteria and throughout other locations in the school.
		c. Assist in the planning and training of staff responsible for emergency situations. (Ch. 64F-6.004(4), F.A.C.)	DOH-BROWARD LEA School Health Providers	DOH-BROWARD, LEA and School Health Providers will assist in the planning and training of staff responsible for the care on a day to day basis to students who are ill or injured while on school grounds during school hours. DOH-BROWARD and LEA will ensure compliance through monitoring and oversight.
		d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities. (Ch. 64F-6.004(5), F.A.C.)	DOH-BROWARD LEA School Health Providers	All school health providers/or principal designee will use the LEA First Aid supply list to monitor adequacy and expiration of first aid supplies, emergency equipment and facilities
		e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained. (Ch. 64F-6.004(6), F.A.C.)	LEA	The school principal or designee shall follow the LEA procedure to ensure adequate health, first aid supplies and emergency equipment are available and maintained. AED units shall be checked bi-weekly and documented.

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		f. All injuries and episodes of sudden illness referred for emergency health treatment shall be documented and reported immediately to the principal or the person designated by the principal or the acting principal. (Ch. 64F-6.004(7), F.A.C.)	DOH-BROWARD LEA School Health Providers	All injuries and episodes of sudden illness will be documented and reported to the principal or designee. All school health providers or principal designee will follow LEA procedure to document and monitor all accidents/injury reports, and 911 calls.
		g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to: 1) have an operational automatic external defibrillator (AED) 2) ensure employees expected to use the AED obtain appropriate training 3) and register the AEDs with the county emergency medical services director. (s. 1006.165, F.S.)	LEA	Each school that is a member of the Florida High School Athletic Association will have an operational automatic external defibrillator and will ensure a minimum of two non-medical persons will be trained in AED usage. AED's will be registered with the county emergency medical services director. AED units shall be checked bi-weekly and documented.
I.	13. s. 381.0056(4)(a)(13), F.S. Assist in health education curriculum	a. Collaborate with schools, health staff and others in health education curriculum development.	DOH-BROWARD LEA	LEA is responsible for the development of health education curriculum in all public schools. DOH-Broward assists as requested.
I.	14. s. 381.0056(4)(a)(14), F.S. Refer student to appropriate health treatment	a. Use community or other available referral resources.	DOH-BROWARD LEA School Health Providers	All school health providers will use community or other available referral resources.
		b. Assist in locating referral sources for Medicaid eligible or underinsured students (community health and social service providers).	DOH-BROWARD LEA School Health Providers	All school health staff will assist in locating referral sources for Medicaid eligible or underinsured students (community health and social service providers). Uninsured students are referred to KidCare.
I.	15. s. 381.0056(4)(a)(15), F.S. Consult with parents or guardian regarding student's health issues	a. Provide consultation with parents, students, staff and physicians regarding student health issues. (Ch. 64F-6.001(1), F.A.C.)	DOH-BROWARD LEA School Health Providers	All school health providers will provide consultation with parents, students, staff, and physicians regarding students health issues.

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I.	16. s. 381.0056(4)(a)(16), F.S. Maintain health-related student records	a. Maintain a cumulative health record for each student that includes required information. (Ch. 64F-6.005(1), F.A.C.)	DOH-BROWARD LEA	Cumulative health records, and required information, on each student shall be maintained in the schools by authorized personal. All schools will follow LEA procedure and guidelines to maintain a cumulative health record. LEA and DOH will establish a monitoring schedule and review for compliance
		b. Maintain student health records per s. 1002.22, F.S. (Ch. 64F-6.005(2), F.A.C.)	DOH-Broward LEA	LEA and DOH will establish a monitoring schedule and review for compliance. All schools must: Initiate and maintain a cumulative health record on each student to document identified health problems and corrective measures taken and ensure that each cumulative record is individually retrievable. Student health treatment records created by health care professionals and containing protected health information and health services are maintained and released in accordance with state and federal law.
I.	17. s. 381.0056(4)(a)(17), F.S. Provision of health information for Exceptional Student Education (ESE) program placement	a. Provide relevant health information for ESE staffing and planning according Ch. 6A-6.0331 and 64F-6.006, F.A.C.	LEA	Collaboration will occur between Exceptional Student Education (ESE) staff and School Health Services staff to provide for staffing and educational planning. Students suspected of being exceptional, shall be referred for professional evaluation in accordance with LEA procedures for providing special programs. Services shall include provision for a current screening for vision and hearing and a review of the student health records to ensure that physical health problems are considered in such placements.
I.	18. s. 381.0056(5)(a)(18), F.S.	a. Notification to the local nonpublic schools of the school health services program and the opportunity for representatives of the local nonpublic schools to participate in the development of the cooperative health services plan.	DOH-BROWARD LEA Community Partners	The Broward County Comprehensive School Health Advisory Committee (BCCSHAC) Services Plan reviews the Cooperative Health Services Plan. Local nonpublic schools participate in the BCCSHAC.
		b. A nonpublic school may request to participate in the school health services program provided they meet requirements per s. 381-0056(5)(a)-(g), F.S.	LEA	Any nonpublic school may voluntarily participate in the school health services program. Any nonpublic school participating will meet requirements of Florida Statute.

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I.	<p>19. s. 381.0056(6)(a), F.S. The district school board shall include health services and health education as part of the comprehensive plan for the school district.</p>	<p>a. School-based health services are provided to public school children in grades pre-kindergarten through twelve. Health services are provided to public charter schools, based upon the charter, local contracts, and agreements. Counties offer school health services to private schools, based upon their participation in the School Health Services Plan, and the availability of staff and local resources. (Florida School Health Administrative Guidelines. May 2012, Section I-2).</p>	LEA	<p>School based health services are provided to all public school children in grades pre-k - 12. Public Charter schools are provided as per their agreement with the district. Private school who voluntarily participate in the School Health Services Plan may receive school health services based upon the availability of staff and local resources.</p>
		<p>b. Describe how CHD staff will assist school personnel in health education curriculum development. Since the CHD staff includes health professionals with expertise in many disciplines, they should be considered a primary resource for topics related to student health and wellness. County health department staff may serve as content and curriculum experts in their particular specialty (i.e. dental health, nutrition, hygiene and communicable disease prevention, injury prevention, human growth and development, sexually transmitted diseases, and other health topics relevant to school-age children and adolescents). (Florida School Health Administrative Guidelines. May 2012, Section III, Ch.15-1).</p>	DOH-BROWARD LEA	<p>CHD staff participate at the request of the LEA in the development of health education curriculum. Staff assist with content and curriculum based upon their area of expertise.</p>

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I.	20. s. 381.0056(6)(b), F.S. The district school board shall provide in service health training for school personnel.	a. Please list providers of in service health training for school personnel.	DOH-BROWARD LEA School Health Providers	The district school board, DOH, and community partners provide in-service health training for school personnel. All school staff are invited to participate in health training events. On-line courses are also available.
I.	21. s. 381.0056(6)(c), F.S. The district school board shall make available adequate physical facilities for health services.	a. Health room facilities in each school will meet DOE requirements. (State Requirements for Educational facilities, December 2012 and/or State Requirements for Existing Educational Facilities 2012).	DOH-BROWARD LEA School Health Providers	Every effort is made to meet DOE requirements for Educational and Existing Educational Health room facilities in accordance with guidelines.
I.	22. s. 381.0056(6)(d), F.S. The district school board shall, at the beginning of each school year, provide parents with information concerning ways that they can help their children to be physically active and eat healthful foods.	a. List programs and/or resources to be used.	LEA	Schools participate in various healthy physical and healthy food activities. These include Fuel Up to Play 60, Alliance for a Healthier Generation and FLIPANY prgrams. In addition, school cafeterias meet the new Federal Guidelines for Healthy Foods.
I.	23. s. 381.0056(6)(e), F.S. The district school board shall inform parents or guardians in writing at the beginning of each school year of the health services provided.	a. Provide the opportunity for parents or guardians to request an exemption in writing.	LEA	Principals shall disseminate in writing notification to parents/guardians of health services provided. A parent/guardian can notify the school should they choose to opt out of school health services for their children.
		b. Obtain parent permission in writing prior to invasive screening.	LEA	LEA shall obtain parental/guardian permission in writing prior to invasive screening.
I.	24. s. 1003.22(1), F.S. Each district school board shall require that each child who is entitled to admittance to kindergarten, or is entitled to any other initial entrance into a public school in this state, present a certification of a school-entry health examination performed within 1 year prior to enrollment in school.	a. The school health plan shall include initial school entry health examination policy. (Ch. 64F-6.002(2)(f), F.A.C.) Note: Reference policy to Ch. 6A-6.024, F.A.C.	LEA	All students entering Florida schools for the first time, including Pre-K, must show documentation of physical examination within the past twelve months.

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I.	25. s. 1003.22(4), F.S. Each district school board shall establish and enforce as policy that, prior to admittance to or attendance in a public school, grades kindergarten through 12, or any other initial entrance into a Florida public school, each child present or have on file with the school a certification of immunization for the prevention of those communicable diseases for which immunization is required by the Department of Health.	a. The school health plan shall include immunization policies in each school that comply with Ch. 64D-3.046, F.A.C. (Ch. 64F-6.002(2)(e), F.A.C.). Each public school, including public kindergarten, and each private school, including private kindergarten, shall be required to provide to the local Department of Health director or administrator annual reports of compliance with the provisions of this section per s. 1003.22 (8) F.S.	LEA	Students who attend any public or nonpublic school must have proper documentation of Certification of Immunization or Certificate of Immunization Exemption. School personnel review students' Florida Certificate of Immunization (DH 680) and verify compliance. Upon registration, each school will verify each student's immunization status and exclude those students who do not meet requirements. Selected grades are monitored for immunization compliance. Results of Immunization Compliance Reports by School will be shared with the local Immunization Program Regional Coordinator so that they may assist targeted schools in developing strategies to address student's non compliance.
I.	26. s. 1003.22(9), F.S. The presence of any of the communicable diseases for which immunization is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency.	a. The school health plan shall include communicable disease policies. (Ch. 64F-6.002(2)(d), F.A.C.) Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.	DOH-BROWARD LEA	DOH and LEA will develop policies which coordinate responses to suspected or confirmed communicable disease or other health occurrences. This includes; Prevention strategies, a process to identify and report communicable disease to CHD, initial response & notification, outbreak investigation, and medical intervention.
I.	27. s. 1006.062(1)(a), F.S. Each district school board shall include in its approved school health services plan a procedure to provide training, by a licensed registered nurse, a practical nurse, a physician or a physician assistant (pursuant to chapter 458 or 459), to the school personnel designated by the school principal to assist students in the administration of prescribed medication.	a. Include provisions in the procedure for general and student-specific administration of medication training.	DOH-BROWARD LEA	LEA has developed a procedure for the administration of medication during school hours and for licensed professionals to train school personnel in administering medication. Two staff are trained at each school to administer prescribed medication. Certificates of trained staff are maintained in the health room. School Board Policy number 6305 (Medication Administration) addresses Medication Administration at school. Medication training update available on School Board of Broward County website.

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I.	28. s. 1006.062(1)(b), F.S. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel.	a. The school district medication policy will be reviewed annually and updated as necessary to ensure student safety.	LEA	LEA will review the district policy annually and update as necessary to ensure student's safety.
		b. The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices per Ch. 64B9-14, F.A.C.	LEA	LEA Policy number 6305 (Medication Administration) addresses Medication Administration at school. Designated school personnel are trained by licensed professional in administration of prescribed and over the counter medication consistent with delegation practices per Ch. 64B9-14, F.A.C.
	29. s. 1002.20(3)(h), F.S. Students with asthma whose parent and physician provide approval may carry a metered dose inhaler on their person while in school.	a. Develop and implement an Individualized Healthcare Plan (IHP) and Emergency Action Plan (EAP) to ensure safe use of inhaler by student.	DOH-BROWARD LEA School Health Providers	LEA has protocols which addresses that any asthmatic student whose parents & physicians provide approval may carry a MDI on their person while in school and/or school related activities. All school health providers will develop students IHP and/or EAP in accordance with DOH/LEA guidelines. QI Documentation has been developed to record IHP and/or EAP development.
	30. s. 1002.20(3)(i), F.S. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while in school, school-sponsored activities, or in transit if written parental and physician authorization has been provided.	a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector. (Ch. 6A-6.0251, F.A.C.)	DOH-BROWARD LEA School Health Providers	The RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector.

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
	31. A public school may purchase from a wholesale distributor as defined in s. 499.003 and maintain in a locked, secure location on its premises a supply of epinephrine auto-injectors for use if a student is having an anaphylactic reaction. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection. s. 1002.20(3)(i)(2), F.S.	a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a written protocol has been developed by a licensed physician and is available at all facilities where supplies are kept.	NA	NA
	32. s. 1002.20(3)(j), F.S. Students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia.	a. Maintain a copy of the current physician's diabetes medical management plan, and develop and implement an IHP and ECP to ensure safe self management of diabetes pursuant to Ch. 6A-6.0253, F.A.C.	DOH-BROWARD LEA School Health Providers	In accordance with LEA protocols, students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia. All school health providers will develop students IHCP and/or EAP in accordance with DOH-Broward/LEA guidelines.

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
	33. s. 1002.20(3)(k), F.S. A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner.	a. Develop and implement an IHP and ECP for management of the conditions requiring pancreatic enzyme supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician pursuant to Ch. 6A-6.0252, F.A.C.	DOH-BROWARD LEA School Health Providers	According to LEA policy, a student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner. All school health providers will develop students IHCP and/or EAP in accordance with DOH-Broward/LEA guidelines.
I.	34. s. 1006.062(4), F.S. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician or physician assistant.	a. Document health related child-specific training by an RN for delegated staff. The delegation process shall include communication to the UAP which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate's understanding of assignment, verification of monitoring and supervision per Ch. 64B9-14.002(3). The documentation of training and competencies should be signed and dated by the RN and the trainee.	DOH-BROWARD LEA School Health Providers	All health related child specific training will be documented. Documentation will include a competency check list signed by the RN and the non-medical assistive personnel assuring child specific training.
		b. Use of nonmedical assistive personnel shall be consistent with delegation practices per Ch. 64B9-14, F.A.C. and per the Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).	DOH-BROWARD LEA School Health Providers	Use of nonmedical assistive personnel is consistent with deligation practices and the Technical Advisory Guidelines (TAGS).

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)				
II.	1. s. 381.0057(6), F.S. The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. Services provided under this section are in addition to the services provided under s. 381.0056, F.S. and are intended to supplement, rather than supplant, those services.	a. Use annual schedule C funding allocations (General Appropriations Act) provided to designated county health departments (local Department of Health) for comprehensive school health programs that provided basic school health services as specified in Part I of this plan and promote student health, reduce risk-taking behaviors, and reduce teen pregnancy.	DOH-Broward	
II.	2. s. 381.0057(6), F.S. Promoting the health of students.	a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.	DOH-Broward	The professional nurse will provide oversight of health services identified with actual or potential health problems through developing a plan of care: a) nursing assessment b) facilitating and planning appropriate interventions c) referral d) follow-up e) case management f) education g) evaluations
		b. Provide health activities that promote healthy living in each school.	DOH-BROWARD LEA	Participate/support LEA Food and Nutrition Services & Wellness Policy initiatives i.e. poster and essay contest. Encourage schools to participate in school sponsored wellness programs.
		c. Provide health education classes.		Collaborate with classroom teachers & resource staff to provide presentations which will promote healthy living & standard topics according to LEA guidelines/policies/curriculum.

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
II.	3. s. 381.0057(6), F.S. Reducing risk taking behavior.	a. Provide or coordinate counseling and referrals to decrease substance abuse.	DOH-BROWARD LEA	Collaborate with school counselors and school resource officers regarding individual or group activities to decrease substance abuse (alcohol, tobacco, other drugs). Encourage SWAT (Students Working Against Tobacco) . Collaborate with community, counselors and other personnel to identify students at risk/engaged in substance abuse. Use existing case management processes and tracking tools to facilitate access to substance abuse and smoking cessation programs. Consult with school counselors/health providers, as indicated.
		b. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts.	DOH-BROWARD LEA	LEA Manuals outlines steps for students at risk. Signs and symptoms are available to staff. Coordinate with Suicide prevention designee to assess students at risk and provide interventions and classess. Collaborate with agencies to counseling resources. Track referrals of students with suicide behaviors.
		c. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high risk behaviors.		Collaborate with classroom teachers and educational resource staff to provide presentations focused on reducing high risk behaviors. Submit interim and annual reports according to guidelines.
II.	4. s. 381.0057(6), F.S. Reducing teenage pregnancy.	a. Identify and provide interventions for students at risk for early parenthood.	DOH-BROWARD LEA	Identify risk students from absentee and academic reports. Identify students through self referral, peers, nursing assessments and parent teacher conferences. Interventions include: collaboration with social workers, parents, guidance counselors and other health professionals.
		b. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.	DOH-BROWARD LEA	Presentations will be given to promote healthy lifestyle with educational programs related to human sexuality according to LEA guidelines/policies/curriculum. Individual and group counseling is available.

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
		c. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	DOH-BROWARD LEA	Link to teen pregnancy prevention programs. Collaborate with classroom teachers and educational resource staff to provide information regarding pregnancy prevention and parenting programs focusing on preventing and reducing teen pregnancy. In accordance to LEA guidelines/policies/curriculum.
		d. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	DOH-BROWARD LEA	Collaborate and refer to community providers and partners. All pregnant teens will be referred for case management.
		e. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services, in accordance with s.743.065, F.S.	DOH-BROWARD LEA	All pregnant teens will be referred to Healthy Start for care coordination and enhanced services.
II.	5. s. 381.0057(5), F.S. A parent may, by written request, exempt a child from all or certain services provided by a school health services program described in subsection (3).	a. Provide a description of the mechanism for parental exemption of the child from all or certain services and describe the process of informing parents of this right.	DOH-BROWARD LEA	Principals disseminate information to parents/guardians via newsletters, PTA meetings, and parent letters. •Parents' exemption (opt out form) requests are placed in students' Cumulative Health Records. •Create a list of students excluded from services and screenings at parental request. •Screeners are notified not to screen students that are exempt.
PART III: HEALTH SERVICES FOR FULL SERVICE SCHOOLS (FSS)				
III.	1. s. 402.3026(1), F.S. The State Board of Education and the Department of Health shall jointly establish full-service schools (FSS) to serve students from schools that have a student population at high risk of needing medical and social services.	a. Designate full service schools based on demographic evaluations.	DOH-BROWARD LEA	Full Service Schools have been identified based on demographic evaluations.
		b. Schedule C funding allocations (General Appropriations Act) provided to county health departments will be used to provide basic and specialized services in full service schools.	DOH-BROWARD LEA	DOH-Broward contracts with LEA to provide basic and specialized services in full service schools. DOH-BROWARD will monitor compliance with contractual agreements.

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards and Administrative Code that support statutory requirements, are identified)</i>	Local Agency(s) Responsible <i>(Identify the local agency(s) responsible for each requirement)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
III.	2. s. 402.3026(1), F.S. The full-service schools must integrate the services of the Department of Health that are critical to the continuity-of-care process.	a. Local Departments of Health and school districts will plan and coordinate FSS program services.	DOH-BROWARD LEA	DOH-Broward and LEA will plan and coordinate services to FSS.
III.	3. s. 402.3026(1), F.S. The Department of Health (DOH) shall provide services to these high-risk students through facilities established within the grounds of the school.	a. DOH professionals shall provide specialized services as an extension of the educational environment that may include: nutritional services, basic medical services, aid to dependent children, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents, and adult education.	DOH-BROWARD LEA	Full Service Schools provide specialized services as needed and requested by staff and students. These include nutritional services, basic medical services, aid to dependent children, parenting skills, counseling for children at high risk for delinquent behavior and adult education. Full Service Schools will also coordinate/collaborate with school personnel, health providers and community agencies to provide and refer parent/guardian and students for health services. Case management will be provided according to need. Educational groups and other services will be made available to both students and parents.
		b. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	LEA	LEA will work with schools to develop agreements for in-kind health, social services and community partners.
PART IV: OTHER REQUIREMENTS				
IV.	1. s. 381.0059, F.S. Pursuant to the provisions of chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0056 must meet level 2 screening requirements as described in s. 435.04. A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 12 months before the date that person initially provides services under a school health services plan.	a. Collaborate with school district to ensure district background screening policies per s. 1012.465, F.S., do not result in duplicate or conflicting background screening requirements for staff providing school health services.	LEA	Noninstructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students must meet level 2 screening requirements as described in s.1012.32. Contractual personnel include any vendor, individual, or entity under contract with a school or the school board. See 1012.467 and 1012.468.



Exhibit B

Clinical Nurse Manager Roles and Responsibilities

- Responsible for the provision of all contractually required Basic School Health Services in accordance with Florida Administrative Code Chapter 64F-6.001-6.006, and the most recent version of the Florida School Health Administrative Guidelines.
- Responsible for the provision of all contractually required specialized services in Full Service Schools per Florida statute, [section 402.3026](#), including but not limited to nutritional services, economic and job placement services, parenting classes, counseling for abused children, mental health and substance abuse counseling, and adult education for parents.
- Provide RN Supervisors with one on one face to face supervision at a minimum of one time per month and document same.
- Conduct on-site quality assurance for each of the schools one time per quarter utilizing the Health Room review (**Exhibit U**) and the Health Record Review (**Exhibit V**) and document findings.
- Provide Technical Assistance for School Health Services Program.
- Provide consultation on Communicable Disease.
- Follow-up with Principals on school health issues.
- Consult as Subject Matter Expert.
- Assist with Communicable Disease Investigations and Management.
- Reports suspicion of abuse/neglect according to Florida State law.
- Ensure collection of all required school health data.
- Review school health data reports for accuracy and completeness.
- Responsible for providing the Department with all of the contractually required monthly, quarterly and annual reports.



Exhibit C Registered Nurse Supervisor (RNS) Roles and Responsibilities

- Provide Technical Assistance for School Health Services Program.
- Review the immunization compliance report for each school by September 15 and follow up with the parent/guardian of those students not in compliance.
- Complete Vision, Scoliosis, and BMI Screenings for students who were absent or new to the school at the time of the scheduled screenings within 30 calendar days of the scheduled screening date or the school entry date.
- Notify the SBBC to schedule hearing screenings within 30 days of the scheduled screening date or the school entry date for any students that need the hearing screening due to being absent or new to the school at the time of the scheduled hearing screenings.
- Complete 3rd follow-up for failed screens and document outcomes.
- Complete health assessments, Individual Healthcare Plans and Emergency Care Plans.
- Facilitate health trainings on medical conditions for school staff.
- Consultation on Communicable Disease.
- Follow-up with Principals on school health issues.
- Consult as Subject Matter Expert.
- Develop and provide Child Specific Trainings on health conditions.
- Assist with Communicable Disease Investigations and Management.
- Report suspicion of abuse/neglect according to Florida state law.
- Provide nursing assessments and care plans for those students with chronic conditions.
- Consult with parents/guardians at school regarding student's health as needed.
- Provide case management including referrals, follow-up and linkage with community resources as needed.
- Collect and report data.
- Delegation of responsibilities to the HST following the Role of the RN in Delegation of Care in Florida Schools <http://www.floridahealth.gov/programs-and-services/childrens-health/school-health/documents/role-of-rn-in-delegation-of-care-in-florida-schools.pdf>. when the RNS delegates responsibilities, the RN Supervisor must be available to provide direction, supervision, and immediate intervention in a situation as needed. Such availability may be facilitated by use of a telephone, cell phone, pager, or other electronic device.
- Review the Skills Assessment Checklist (**Exhibit H**) with each HST two times per year.
- Provide ongoing supervision to HST staff.



Registered Nurse (RN), Role and Responsibilities

- Recognizes signs and symptom of illness.
- Provides comfort measures for minor discomforts/illnesses; manages minor illnesses/injuries of children.
- Maintains Daily Health Room Log.
- Recognizes health room visit patterns, documents them appropriately and consults with Supervisor.
- Utilizes and maintains standard/universal precautions techniques (adheres to instructional training and policies.)
- Maintains OSHA requirements.
- Monitors and correctly interprets vital signs.
- Correctly monitors and follows plan of care for individual students.
- Notifies parents/guardians if students are too ill to remain in class/school.
- Follows wound treatment protocol.
- Promote Florida KidCare.
- Performs First Aid and CPR if and when needed.
- Maintains First Aid supplies and equipment, maintains inventory of supplies and equipment.
- Follows medication administration protocols.
- Depending on workload and responsibilities, may assist School Board of Broward County (SBBC) with routine screenings of vision, hearing, height and weight (BMI) and scoliosis screening.
- Assists with third follow up of abnormal findings.
- Notifies Principal and DOH of any Communicable Disease.
- Reports suspicion of abuse/neglect according to Florida state law.
- Maintain a healthy, safe, clean and hazard free Health Room.
- Develop and provide Child Specific Trainings on health conditions.
- Collects and reports data.
- Provide case management including referrals, follow-up and linkage with community resources as needed.
- Provide nursing assessments and care plans for those students with chronic conditions.
- Consults with parents/guardians at school regarding student's health as needed.



Health Support Technician, Role and Responsibilities

The Health Support Technician (HST) provides support to the Registered Nurse Supervisor (RNS). The HST reports directly to the RNS for any issues and concerns. The RNS is available to provide direction, supervision, and immediate intervention in a situation as needed. Such availability may be facilitated by use of a telephone, cell phone or email.

Health Room Visits and Health Care

- Recognizes signs and symptom of illness, reports serious problems to RN supervisor.
- Provides comfort measures for minor discomforts/illnesses; manages minor illnesses/injuries of children.
- Maintains Daily Health Room Log.
- Recognizes health room visit patterns; documents and refers to RN supervisor.
- Utilizes and maintains standard/universal precautions techniques (adheres to instructional training and policies).
- Maintains Occupational Safety & Health Administration (OSHA) requirements.
- Monitors and correctly interprets vital signs: refers abnormal finding to the RN supervisor (adheres to instructional training).
- Correctly monitors and follows plan of care for individual students.
- Notifies parents/guardians if students are too ill to remain in class/school.
- Follows wound treatment protocol.
- Promote Florida KidCare.

Emergency Care

- Performs First Aid and CPR if and when needed.
- Maintains First Aid supplies and equipment, maintains inventory of supplies and equipment.

Medication Administration

- After training, follows medication administration protocols.

Screening examinations

- Depending on workload and responsibilities HST may assist SBBC with routine screenings of vision, hearing, height and weight (BMI) and scoliosis screening.
- Assists with third follow up of abnormal findings.

Communicable Disease

- Notifies Principal of any Communicable Disease.
- Reports suspicion of abuse/neglect according to Florida State law.

Environmental Health

- Maintain a healthy, safe, clean and hazard free Health Room.



Monthly Summary Log

School Name/Level: _____ Health Room Staff: _____ Date: _____ DAU #: _____

Codes for Completing the Monthly Clinic Log

Codes for Completing the Monthly Clinic Log									
Table 1: Total Visits		Table 2: Outcome disposition		Table 3: Procedure		Table 4: Services provided by		Table 5: Referral To	
a Non-Medication Visits		1 911 Services		1 Medications (oral)		1 R.N. / A.R.N.P.		1 Abuse Registry	
b Medication Visits		2 Emergency Room		2 Medications (other)		2 L.P.N.		2 Dental Care	
TOTAL:		3 Returned to Class		3 Medications (Inhaler)		3 Health Support Tech		3 Guidance Counseling	
		4 Sent Home		4 Medications (Injection)		4 Clerical Support staff		4 Healthy Start	
		5 Other:		5 Insulin Administration				5 Kidcare	
		TOTAL:		6 Intravenous Treatments				6 Medical / Nursing Care	
				Complex Procedures				7 Mental Health Coun.	
				7 Oxygen cont./intermittent				8 No Referral	
				8 Carbohydrate Counting				9 Nursing Assessment	
				9 Catheterization				10 Social Work Services	
				10 Ostomy care				11 Subst. Abuse Coun.	
				11 Electronic Monitoring				12 Parent	
				12 Tube/PEG Feeding					
				13 Glucose Monitoring					
				14 Specimen Collect./testing					
				15 Tracheostomy Care					
				16 Ventilator Dependent Care					
				17 First Aid					
				18 Other					



School Monthly Data Collection Form by Grade Level

School: _____ **DAU #** _____

Month/Year: _____ **Grade Level:** _____

Description	HMC	PC	#
Pediculus or Scabies screening, -new	0571	34	
Pediculus or Scabies screening, - repeat	0571	34	
Pediculus or Scabies screening, - intervention completed	0571	34	
Student evaluation / intervention by a para-professional	4000	34	
Student encounter by an LPN	4050	34	
Physical activity referral	4700	34	
RN nursing assessment / counseling	5000	34	
RN nursing assessment / counseling postpartum	5024	34	
Medication Administration	5030	34	
First Aid Administration	5031	34	
Complex Medical Procedures	5032	34	
Immunization Follow-Up	5033	34	
Consultation with School Health staff / parent	5051	34	
ESE staffing / screening	5052	34	
Student Health Care Plan developed	5053	34	
Licensed Social Worker intervention	6030	34	
Paraprofessional follow /up	6500	34	
Health educational class given	8020	34	
Child specific training of school staff by RN	8080	34	
*NOTE SECTION ABOVE IS NOT BY GRADE LEVEL * GRADE LEVEL IS ONLY FOR SCREENINGS			

Prepared by:

Name/Title Agency

Signed Date



School Monthly Data Collection Form by Grade Level

School: _____

DAU # _____

Month/Year: _____

Grade Level: _____

Description	HMC	PC	#	Description	HMC	PC	#
Vision screening, new and repeat	0510	34		BMI at risk (Male), referred	0523	34	
Vision screening fist time this year	0510	34		BMI at risk (Male), intervention completed	0523	34	
Vision screening, abnormal / referred	0510	34		BMI results at risk (Female)	0523	34	
Vision screening complete	0510	34		BMI at risk (Female) referred	0523	34	
Vision screening, student opted out/ unscreenable/ In treatment	0610	34		BMI at risk (Female), intervention completed	0523	34	
Vision referral, parent or guardian non response or refusal to follow up/ student withdrawn from school	9510	34		BMI overweight results (Male)	0524	34	
Hearing screening				BMI overweight results (Female)	0524	34	
Hearing screening (new + repeat)	0515	34		BMI overweight (Female), referred	0524	34	
Hearing screenings (first time this year)	0515	34		BMI overweight (Female), intervention completed	0524	34	
Hearing screenings abnormal / referred	0515	34		BMI overweight Referral, Parent/Guardian Non- Response or Refusal to Follow-Up/ Student	9524	34	
Hearing referrals completed	0515	34		BMI student opted out/unscreenable/ In Treatment	0621	34	
Hearing Referral, Parent/Guardian Non- Response or Refusal to Follow-Up/ Student				Scoliosis Screening			
Growth and Development Index				Scoliosis, student opted out/unscreenable/ In Treatment	0661	34	
BMI normal results (Male)	0521	34		Scoliosis screenings (Male), -new and repeat	0561	34	
BMI normal results (Female)	0521	34		Scoliosis screening (Male), - first time this year	0561	34	
BMI results underweight (Male)	0522	34		Scoliosis screening (Male), - abnormal / referred	0561	34	
BMI underweight (Male) referred	0522	34		Scoliosis screenings (Male), - intervention completed	0561	34	
BMI underweight (Male) intervention completed	0522	34		Scoliosis screening (Female), - new and repeat	0561	34	
BMI underweight (Female)	0522	34		Scoliosis screening (Female), - first time this year	0561	34	
BMI underweight (Female) referred	0522	34		Scoliosis screening (Female), - abnormal / referred	0561	34	
BMI underweight (Female) intervention completed	0522	34		Scoliosis screening (Female), -intervention completed	0561	34	
BMI Underweight Referral, Parent/Guardian Non- Response or Refusal to Follow-Up/ Student	9522	34		Scoliosis Referral, Parent/Guardian Non- Response or Refusal to Follow-Up/ Student	9561	34	

Prepared by:

Name

Signed

Title

Date

Exhibit H

Skills Assessment Form

Health Support Technician: _____ Date: _____

Nurse Supervisor: _____ School: _____

Procedure	Performs activity in accordance with policy & procedure guidelines	Does not perform activity in accordance with policy and procedure guidelines	Requires further instruction & supervision
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 I n s u l i n Pump Procedures			
SEIZURES Diastat Administration Caregivers Diastat Kit List Seizure Log TRAINER			
CHILD ABUSE AND NEGLECT Recognizing Child Abuse Reporting Child Abuse			

Exhibit I

Any known Allergies: _____
 Previous episode of anaphylaxis: _____
 Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____
 Mother: _____ M. home #: _____ M. cell/work #: _____
 Father: _____ F. home #: _____ F. cell/work #: _____

Guidelines for students Planning	
<ul style="list-style-type: none"> IHP will be developed for students with a significant chronic disease i.e.: severe asthma, diabetes, seizure disorder, anaphylaxis, and psychotropic meds. Students with known risk of emergency will have an ECP. 	
Indications: Students with any of (but not limited to) the following condition may need an IHP.	Assessment Checklist. Does health problem require any of the following?
<ul style="list-style-type: none"> <input type="checkbox"/> Allergies <input type="checkbox"/> Diabetes <input type="checkbox"/> Asthma <input type="checkbox"/> Seizure Disorder <input type="checkbox"/> ADHD <input type="checkbox"/> Autism <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Blood disorder <input type="checkbox"/> Cardiac Disorder <input type="checkbox"/> Respiratory disorder <input type="checkbox"/> Psycho/social issues <input type="checkbox"/> Hearing Impairment <input type="checkbox"/> Visual Impairment <input type="checkbox"/> Other _____ 	<ul style="list-style-type: none"> <input type="checkbox"/> Special orders for care from Doctor <input type="checkbox"/> Medication and authorization <input type="checkbox"/> Special training of school personnel <input type="checkbox"/> Special Diet <input type="checkbox"/> Change in school environment <input type="checkbox"/> Added safety measures <input type="checkbox"/> Measures to relieve pain <input type="checkbox"/> Self-care assistance <input type="checkbox"/> Other _____

Student needs IHP only
 Student needs IHP and ECP
 No plan required at this time

Trained personnel: _____ ECP received, date & signature: _____

Trained personnel: _____ ECP received, date & signature: _____

RN signature: _____ Date: _____



Exhibit J

Any known Allergies: _____
 Previous episode of anaphylaxis: _____
 Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____
 Mother: _____ M. home #: _____ M. cell/work #: _____
 Father: _____ F. home #: _____ F. cell/work #: _____
 Emergency Contact: _____ Relationship: _____ Phone: _____
 Name of Healthcare Provider: _____ Phone: _____

In case of EMERGENCY call 911

ANAPHYLAXIS

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
<input type="checkbox"/> Student has Anaphylaxis to the following allergen(s): _____ _____ <input type="checkbox"/> Student has Medication/Treatment Authorization. Yes _____ No _____ Exp. Date _____ <input type="checkbox"/> Student is able to recognize risk factors for onset of anaphylaxis. Yes _____ No _____ <input type="checkbox"/> Staff able to recognize risk factors for onset of anaphylaxis. Yes _____ No _____ Other: _____ <input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Risk for Ineffective Airway Clearance related to airway spasm or laryngeal edema. <input type="checkbox"/> Knowledge Deficit related to disease process.	<input type="checkbox"/> Student will have an absence of symptoms of respiratory distress. <input type="checkbox"/> Student and staff will understand the disease process of anaphylaxis and emergency interventions.	<input type="checkbox"/> Staff will be educated on allergens and substances that can cause anaphylaxis and ways to avoid allergens. <input type="checkbox"/> Staff will be educated on the signs and symptoms of the early stages of anaphylactic shock. <input type="checkbox"/> Staff will be educated on emergency procedures for anaphylactic shock <input type="checkbox"/> Student will have an emergency action plan in place for anaphylaxis. <input type="checkbox"/> Staff will be educated on use of the Epi-Pen.	<input type="checkbox"/> All substances causing anaphylaxis will be avoided and student will have an incident free learning experience. <input type="checkbox"/> Staff will understand the early stages of anaphylactic shock and follow protocol to treat. <input type="checkbox"/> Staff will understand the emergency procedures and demonstrate competency regarding use of the Epi-Pen. <input type="checkbox"/> Continue on pg. 2.

Name and date of staff member instructed:

- Classroom Teacher(s) _____
- Special Area Teacher(s) _____
- Administration _____
- Support Staff _____
- Transportation Staff _____

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____

Exhibit J1
Anaphylaxis

Known Allergies: _____
 Previous episode of anaphylaxis: _____
 Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____
 Mother: _____ M. home #: _____ M. cell/work #: _____
 Father: _____ F. home #: _____ F. cell/work #: _____
 Emergency Contact: _____ Relationship: _____ phone: _____ or _____
 Healthcare Provider: _____ phone: _____ Trained Personnel: _____
 Nurse: _____ phone: _____ Trained Personnel: _____

Anaphylaxis

Does the student have asthma? Yes No (increased risk for severe reaction)

Anaphylaxis symptoms can be triggered by:

- **Food:** Milk, egg, tree nuts, fish, shell fish, soy, wheat, other: _____
- **Insect bites:** Yellow jacket, hornet, bee, wasp sting, fire ants, other: _____
- **Other trigger:** _____

If you see this:

Symptoms of an allergic reaction may include any/all of the following:
 (Please circle child's previous reaction)

- Itching or swelling of lips, tongue or mouth.
Hoarse, coughing, itching, tightness in throat, difficulty swallowing.
- Coughing, wheezing, shortness of breath, difficulty breathing, Increased heart rate, weak pulse.
- Redness, itchy hives, itchy rash, swelling of face and extremities.
- Nausea, vomiting, abdominal cramps, diarrhea.
- Dizziness, feeling faint, pain at site.
- Other symptoms: _____
- _____
- _____
- _____

**Do this:
Act Quickly!**

Follow the Medication/Treatment Authorization Plan:

- **Medication on file to give in case of emergency:**
 Yes No
- **As per MD instructions, treatment should be initiated as directed with symptoms:**
Antihistamine: _____ dose: _____ route: _____
- **Epinephrine:** _____ dose: _____ route: _____
- **Where is it located:** _____
- **Call 911 after using auto-injector (Epi-Pen).**
- **Contact:** UAP, RN, Parent/guardian.
- **Stay with student at all times. Stay calm.**
- **Monitor student's reaction, respiratory and heart rate**
- **Special Instructions:** _____

Call 911- The severity of symptoms can change quickly –

**it is important that treatment is given immediately in the order that places the student's safety first.
 Call parent/guardian immediately and notify them of his or her condition.**

STEPS TO FOLLOW FOR AN EMERGENCY:

- **Call 911.** They will ask the student's age, physical symptoms, and what medications he/she has taken and usually takes (Med Authorization form).
- A staff member should accompany the student to the emergency room if the parent, guardian or emergency contact is not present and adequate supervision for other students is present. Preferred Hospital if transported: _____

Emergency Care plan done **Distributed to school staff on a need to know**

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____

Exhibit K



Any known Allergies: _____
 Previous episode of anaphylaxis: _____
 Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____
 Mother: _____ M. home #: _____ M. cell/work #: _____
 Father: _____ F. home #: _____ F. cell/work #: _____
 Emergency Contact: _____ Relationship: _____ Phone: _____
 Name of Healthcare Provider: _____ Phone: _____

In case of EMERGENCY call 911

ASTHMA

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
<input type="checkbox"/> Medication/ Treatment Authorization or Asthma Action Plan from Physician Yes _____ No _____ <input type="checkbox"/> Medication Administered by: Staff _____ Student _____	<input type="checkbox"/> Risk for Ineffective Airway Clearance <input type="checkbox"/> Risk for Impaired Air Exchange <input type="checkbox"/> Anxiety related to disease process <input type="checkbox"/> Knowledge Deficit related to disease process	<input type="checkbox"/> Avoid asthma and or allergy triggers. Long acting asthma medication available. <input type="checkbox"/> Quick relief asthma medication readily available management. <input type="checkbox"/> Maintain a calm and safe environment. <input type="checkbox"/> Student will learn to identify early warning signs of asthma episode <input type="checkbox"/> School staff will identify early warning signs of respiratory distress	<input type="checkbox"/> School staff/School nurse will implement the student asthma action plan. <input type="checkbox"/> Advocate for clean indoor and outdoor air quality. <input type="checkbox"/> Provide emotional support. <input type="checkbox"/> Coach student to use relaxation techniques. <input type="checkbox"/> Educate school staff on asthma management and appropriate emergency responses.	<input type="checkbox"/> Student's safety is maintained. <input type="checkbox"/> Asthma medication is delivered efficiently and effectively. <input type="checkbox"/> Student's safety and well-being is maintained. <input type="checkbox"/> Student Asthma Action Plan is current and accessible to school staff and nurse.
<input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Continue on pg. 2.

Name and date of staff member instructed:

- Classroom Teacher(s) _____
- Special Area Teacher(s) _____
- Administration _____
- Support Staff _____
- Transportation Staff _____

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____

Exhibit K1
Asthma

Any known Allergies: _____
 Previous episode of anaphylaxis: _____
 Asthma triggers: _____

Student's name: _____ # _____ DOB: _____ Age: _____
 Mother: _____ M. home #: _____ M. cell/work #: _____
 Father: _____ F. home #: _____ F. cell/work #: _____
 Emergency Contact: _____ Relationship: _____ phone: _____ or _____
 Healthcare Provider: _____ phone: _____ Trained Personnel: _____
 Nurse: _____ phone: _____ Trained Personnel: _____

Asthma

Please check: Intermittent, Mild persistent, Mod Persistent, Severe Persistent

Asthma symptoms can be triggered by (please circle):		Onset of Asthma attack
Exercise	Animals	Sudden onset to several hours depending on the student and his/her sensitivity to triggers.
Pollen	Change in Temp. (from to cold days)	
Smoke	Mold	
Dust	Foods	
Air pollution	Stress	
Green-Yellow Zone. Mild to moderate symptoms		Red Zone. Severe symptoms
<ul style="list-style-type: none"> Coughing, wheezing, shortness of breath or chest tightness Using quick relief medication more than usual. 	<ul style="list-style-type: none"> Can do some but not all of usual activities. 	<ul style="list-style-type: none"> Medication unavailable or not working Getting worse not better Breathing hard and fast Chest/neck pulling in Difficulty walking or talking Lips or fingernails pale (white-blue) Hunched over breathing

Quick relief Medication: _____
 _____ puffs every _____ min and as needed up to _____ puffs per hour. May repeat every _____ hours

Action steps for treating Asthma Emergency

- Stop activity immediately. Stay calm, speak calmly.
 - Help student assume a comfortable position. Sitting up is usually more comfortable.
 - Encourage purse-lipped breathing.
 - Encourage fluids to decrease thickness of lung secretions.
 - Give medication as ordered: _____
 - Measure and document, respiratory rate, heart rate and peak flow (if ordered) RR _____ HR _____ Peak Flow _____
 - Observe for relief of symptoms. If no relief noted in 15 – 20 minutes, follow steps below for an asthma emergency.
 - Notify school nurse at _____
 - Call parents/guardian
 - Document event, note symptoms, over all appearance, skin color, respiratory rate and pattern
- STEPS TO FOLLOW FOR AN ASTHMA EMERGENCY:**
- Call 911** (Emergency Medical Services) and inform that you have an Asthma Emergency. They will ask the student's age, physical symptoms, and what medications he/she has taken and usually takes (Med Authorization form).
 - A staff member should accompany the student to the emergency room if the parent, guardian or emergency contact is not present and adequate supervision for other students is present.
- Preferred Hospital if transported: _____

Emergency Care plan done **Distributed to school staff on a need to know**

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____



Any known Allergies: _____
 Previous episode of anaphylaxis: _____
 Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____
 Mother: _____ M. home #: _____ M. cell/work #: _____
 Father: _____ F. home #: _____ F. cell/work #: _____
 Emergency Contact: _____ Relationship: _____ Phone: _____
 Name of Healthcare Provider: _____ Phone: _____

In case of EMERGENCY call 911

Seizure Disorder

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
<input type="checkbox"/> Student has history of seizure disorder (sz). <input type="checkbox"/> Medication Orders from Physician. Yes _____ No _____ <input type="checkbox"/> Potential for decreased self esteem issues related to sz. <input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Risk of injury related to seizure activity. <input type="checkbox"/> Potential for aspiration related to seizure activity. <input type="checkbox"/> Potential for sz activity if compliance issues with meds. <input type="checkbox"/> Decreased self-esteem related to chronic illness. <input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Prevent injury during seizure. <input type="checkbox"/> Prevent aspiration during seizure. <input type="checkbox"/> Train staff to identify and respond to seizure. Follow ECP. <input type="checkbox"/> Student receives medication as ordered by MD. <input type="checkbox"/> Increased self-esteem. <input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Train staff to protect, support and prevent injury. <input type="checkbox"/> Position child on his/her side to prevent aspiration. Monitor and clear airway. <input type="checkbox"/> Maintain compliance with medications as ordered by MD. <input type="checkbox"/> Establish trusting relationship for student to talk about issues related to illness. Provide support for social interaction. <input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Student will not experience injury during seizure. <input type="checkbox"/> Student will not aspirate during seizure. <input type="checkbox"/> Staff will identify sz and respond immediately. <input type="checkbox"/> Student will not experience seizure. <input type="checkbox"/> Staff will be well trained to provide care and support needed. <input type="checkbox"/> Continue on pg. 2.

Name and date of staff member instructed:

- Classroom Teacher(s) _____
- Special Area Teacher(s) _____
- Administration _____
- Support Staff _____
- Transportation Staff _____

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____

Exhibit L1
Seizure Disorder

Any known Allergies: _____
 Previous episode of anaphylaxis: _____
 Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____
 Mother: _____ M. home #: _____ M. cell/work #: _____
 Father: _____ F. home #: _____ F. cell/work #: _____
 Emergency Contact: _____ Relationship: _____ phone: _____ or _____
 Healthcare Provider: _____ phone: _____ Trained Personnel: _____
 Nurse: _____ phone: _____ Trained Personnel: _____

Seizure disorder	
If you see this:	Do this:
<p style="font-size: small;">Symptoms of a seizure episode may include any or all of these (Please check and add according to according to student's previous reaction).</p> <p> <input type="checkbox"/> Temporary confusion, staring spell. <input type="checkbox"/> Convulsion lasting longer then 3 minutes. <input type="checkbox"/> First time seizure. <input type="checkbox"/> Uncontrollable jerking movements of the arms and legs. <input type="checkbox"/> Loss of consciousness or awareness. <input type="checkbox"/> Pale, clammy, nail beds pale/bluish gray in color. <input type="checkbox"/> Rapid heart rate. <input type="checkbox"/> Changes in breathing pattern. <input type="checkbox"/> Other symptoms: _____ _____ </p>	<p> <input type="checkbox"/> Monitor student at all times. <input type="checkbox"/> Keep student safe form injury. <input type="checkbox"/> Stay calm. <input type="checkbox"/> Keep airway open. <input type="checkbox"/> Document & and students reaction. <input type="checkbox"/> Do not restrain. <input type="checkbox"/> Do NOT put anything in mouth. <input type="checkbox"/> Turn child on side </p>
<p>Steps to follow in case of a seizure:</p> <ul style="list-style-type: none"> • Call 911: Inform that you have a Seizure Emergency. They will ask the student's age, physical symptoms, and what medications he/she has taken and usually takes (Medication/Treatment Authorization form). • A staff member should accompany the student to the emergency room if the parent, guardian or emergency contact is not available (adequate supervision for other students must be present). • Preferred Hospital if transported: _____ • Notify School Nurse. • Notify parent/guardian. 	
<p>Student's emergency medical treatment:</p> <ul style="list-style-type: none"> • Medication: _____ • Dose: _____ • Route: _____ • Time given: _____ 	<p>Other Information: _____ _____ _____</p>

Emergency Care plan done **Distributed to school staff on a need to know**

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____

Exhibit M



Any known Allergies: _____
 Previous episode of anaphylaxis: _____
 Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____
 Mother: _____ M. home #: _____ M. cell/work #: _____
 Father: _____ F. home #: _____ F. cell/work #: _____
 Emergency Contact: _____ Relationship: _____ Phone: _____
 Name of Healthcare Provider: _____ Phone: _____

In case of EMERGENCY call 911

DIABETES

Assessment Data	Nursing Diagnosis	Goals	Nursing Interventions	Expected Outcome
<input type="checkbox"/> Insulin given during school. Yes ___ No ___ Insulin injection: _____ Insulin pump: _____ <input type="checkbox"/> DMMP or Medication/Treatment Authorization form on file exp. Date: _____ <input type="checkbox"/> Blood Sugar Checked by: Staff ___ Student ___ <input type="checkbox"/> Insulin administered by: Staff ___ Student ___ <input type="checkbox"/> Blood glucose target range per MD orders: _____ to _____ <input type="checkbox"/> Student is able to recognize risk factors for onset of elevated or low blood sugar. Yes ___ No ___	<input type="checkbox"/> Risk for injury related to development of acute complications of hypo or hyperglycemia. <input type="checkbox"/> Knowledge Deficit related to disease process and emergency interventions related to hypo/hyperglycemia.	<input type="checkbox"/> Student will maintain a normal blood sugar level throughout the school day as per target range on DMMP. <input type="checkbox"/> Student will notify staff/nurse if displaying signs/symptoms of hypo or hyperglycemia. <input type="checkbox"/> Staff will recognize signs/symptoms of hypo/hyperglycemia and verbalize understanding of emergency interventions. <input type="checkbox"/> Student will learn and practice self-management skills including blood glucose monitoring, carbohydrate counting & insulin administration. <input type="checkbox"/> Student will participate in diabetes management regimen as appropriate for age level.	<input type="checkbox"/> Nurse will educate staff on proper use of glucometer and signs and symptoms of hypo/hyperglycemia. <input type="checkbox"/> Nurse will educate staff/student on interventions for hypo/hyperglycemia. <input type="checkbox"/> Nurse will educate staff on the use of glucagon in the event of emergency low blood sugar. <input type="checkbox"/> Nurse will educate student on diabetes regimen as appropriate for age level: (blood glucose monitoring, carbohydrate counting, and insulin admin.).	<input type="checkbox"/> Staff and student will show proficiency operating the blood glucose meter. <input type="checkbox"/> Staff and student will understand signs and symptoms and intervention for hypo/hyperglycemia. <input type="checkbox"/> Staff understands how and when to administer glucagon. <input type="checkbox"/> Student participates in diabetes regimen
<input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Continue on pg. 2.	<input type="checkbox"/> Continue on pg. 2.

Emergency Care Plan done

Name and date of staff member instructed: _____

- Classroom Teacher(s) _____
- Special Area Teacher(s) _____
- Administration _____
- Support Staff _____
- Transportation Staff _____

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____

Diabetes – Hyperglycemia

Any known Allergies: _____

Previous episode of anaphylaxis: _____

Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____

Mother: _____ M. home #: _____ M. cell/work #: _____

Father: _____ F. home #: _____ F. cell/work #: _____

Emergency Contact: _____ Relationship: _____ phone: _____ or _____

Healthcare Provider: _____ phone: _____ Trained Personnel: _____

Nurse: _____ phone: _____ Trained Personnel: _____

HYPERGLYCEMIA

Causes of Hyperglycemia	Onset of Hyperglycemia
<ul style="list-style-type: none"> • Too little insulin or other glucose lowering medication • Too much food intake • Decreased physical activity • Illness, infection and or injury or emotional stress • Insulin Pump malfunction 	<ul style="list-style-type: none"> • Over several hours or days
<ul style="list-style-type: none"> • Hyperglycemia signs, please circle usual s/s 	<ul style="list-style-type: none"> • Hyperglycemia Emergency symptoms, please circle usual s/s
<ul style="list-style-type: none"> • Increased thirst and or dry mouth • Frequent or increased urination • Change in appetite and nausea • Blurry vision • Fatigue, lethargy • Other: _____ • Depressed level of consciousness 	<ul style="list-style-type: none"> • Dry mouth, extreme thirst, and dehydration • Nausea and vomiting • Severe abdominal pain • Fruity breath • Heavy breathing or shortness of breath • Chest pain • Increasing sleepiness or lethargy • Depressed level of consciousness
<p align="center">• Actions for Treating Hyperglycemia</p> <ul style="list-style-type: none"> • Notify School Nurse or Trained Diabetes Personnel as soon as you observe symptoms. • Check blood glucose by finger stick. Treat for hyperglycemia if blood glucose level is greater than _____ mg/dL. 	
<ul style="list-style-type: none"> • Treatment for Hyperglycemia, please circle 	<ul style="list-style-type: none"> • Treatment Hyperglycemia, Emergency
<ul style="list-style-type: none"> • Check blood glucose level: _____ mg/dL • Check urine or blood for ketones if blood glucose levels are greater then: _____ mg/dL. • If student uses a pump, check to see if pump is connected properly and functioning • Give extra water or non-sugary drinks (not fruit juices) _____ oz per hr. • Allow free and unrestricted access to the restroom. • Recheck blood glucose every 2 hr to determine if decreasing to target range of _____ mg/dL. • Restrict participation in physical activity if blood glucose is greater than _____ mg/DL and if ketones are moderate to large. • Notify parents/Guardian if ketones are present. • 	<ul style="list-style-type: none"> • Call 911 Emergency Medical Team (EMT) • Call parents/guardian • Call student's Health Care Provider • Stay with student till EMT arrives

Emergency Care plan done

Distributed to school staff on a need to know

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____

Diabetes – Hypoglycemia

Any known Allergies: _____

Previous episode of anaphylaxis: _____

Describe incident: _____

Student's name: _____ # _____ DOB: _____ Age: _____

Mother: _____ M. home #: _____ M. cell/work #: _____

Father: _____ F. home #: _____ F. cell/work #: _____

Emergency Contact: _____ Relationship: _____ phone: _____ or _____

Healthcare Provider: _____ phone: _____ Trained Personnel: _____

Nurse: _____ phone: _____ Trained Personnel: _____

HYPOGLYCEMIA

Causes of Hypoglycemia		Onset of Hypoglycemia
<ul style="list-style-type: none"> • Too much insulin • Missing or delaying meals or snacks • Not eating enough foods (carbohydrates) • Getting extra, intense, or unplanned physical activity • Being ill, particularly with gastrointestinal illness 		<ul style="list-style-type: none"> • Sudden-symptoms may progress rapidly
Mild to Moderate Symptoms, please circle		Severe Symptoms, please circle
<ul style="list-style-type: none"> • Shaky or jittery • Sweaty • Hungry • Pale • Headache • Blurry vision • Sleepy • Dizzy • Confused • Disoriented 	<ul style="list-style-type: none"> • Uncoordinated • Irritable or nervous • Argumentative • Combative • Changed personality • Changed behavior • Inability to concentrate • Weak • Lethargic • Other: _____ 	<ul style="list-style-type: none"> • Inability to eat or drink • Unconscious • Unresponsive • Seizure activity or convulsions (jerking movements)
<p align="center">Actions for Treating Hypoglycemia</p> <p align="center">Notify School Nurse or Trained Diabetes Personnel as soon as you observe symptoms. Check blood glucose by finger stick. Treat for hypoglycemia if blood glucose level is less than ____mg/dL. When in doubt, always treat for Hypoglycemia as specified below.</p>		
Treatment for Mild to Mod. Hypoglycemia, please circle		Treatment for Severe Hypoglycemia, please circle
<ul style="list-style-type: none"> • Provide quick-acting glucose (sugar) product equal to ____gm of carbohydrates. Examples of 15gm of carbohydrates include: 3 or 4 glucose tablets 1 tube of glucose gel 4oz of fruit juice (not low-cal or reduced sugar) 6oz of soda(1/2 can) NOT lo-cal or Diet soda • Wait 10-15 minutes • Recheck blood glucose level. • Repeat quick acting glucose product if blood glucose level is less than ____mg/dL <p>Contact the student's parents/guardian.</p>		<ul style="list-style-type: none"> • Position the student on his or her side. • Do not attempt to give anything by mouth. • Administer glucagon: ____mg at ____site • While treating, have another person call 911(EMT) • Contact the student's parents/guardian • Stay with the student until EMT arrive • Notify student's health care provider

Emergency Care plan done Distributed to school staff on a need to know

Reviewed with parent: in person by phone. Name of parent: _____

RN signature: _____ Date: _____

STUDENT MEDICATION LOG

Allergies _____

Student's Name: _____ DOB: _____ School: _____ Hm Rm Teacher _____

Doctor: _____ Phone # _____ Fax #: _____ Diagnosis : _____

Special Instructions: _____ Side Effects: _____ Month/Year: _____

MEDICATION

NAME
DOSAGE
TIME TO BE GIVEN
ROUTE

* Record the amount of Medication received (i.e. # of pills, amount of liquid) with each initial receipt in the "Notes" Section on the Reverse

* Record Time Medication was given (or Reason not given) and Initials in the appropriate boxes

* If medication is not given, please use one of the following abbreviations to indicate the reason why:

A-absent O-out of medication F-field trip D-discontinued R-refused DW-dose wasted ER-early release day V-vacation/school closed S-Other and Provide explanation in the "Notes" Section on the Reverse side

Date →																				
AM																				
Initials																				
PM																				
Initials																				
AM																				
Initials																				
PM																				
Initials																				
AM																				
Initials																				
PM																				
Initials																				

Signature/Initials/Date for each week.

Signature/Initials: _____

Signature/Initials: _____

Exhibit O

Student's Name _____ School _____ Week of _____

Doctor _____ Phone # _____ Fax # _____

TYPE OF INSULIN GIVEN _____ (H = Humalog R = Regular NP = NPH U = Ultra Lente) Given by (circle) PUMP INJECTION

For Pump, give reason for insulin administration: B = Bolus C = Correction Dose A = absent V = no school S = other

REMEMBER ADMINISTER INSULIN ONLY AT TIMES ORDERED

DAY/DATE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
TIME					
BLOOD SUGAR					
# CARBS IN GMS					
INSULIN (# units)					
SITE					
Initials					
TIME					
BLOOD SUGAR					
# CARBS IN GMS					
INSULIN (# units)					
SITE					
Initials					
TIME					
BLOOD SUGAR					
# CARBS IN GMS					
INSULIN (# units)					
SITE					
Initials					
TIME					
BLOOD SUGAR					
# CARBS IN GMS					
INSULIN (# units)					
SITE					
Initials					
Signature					
Signature					



Daily Summary Log

School Name/Level: _____ Health Room Staff: _____ Date: _____ DAU #: _____

Codes for Completing the Daily Clinic Log

Table 1: Total Visits		Table 2: Outcome Disposition		Table 3: Procedure		Table 4: Services provided by		Table 5: Referral To	
1 Non-Medication Visits		1 911 Services		1 Medications (oral)		1 R.N. / A.R.N.P.		1 Abuse Registry	
2 Medication Visits		2 Emergency Room		2 Medications (other)		2 L.P.N.		2 Dental Care	
TOTAL:		3 Returned to Class		3 Medications (Inhaler)		3 Health Support Tech		3 Guidance Counseling	
		4 Sent Home		4 Medications (Injection)		4 Clerical Support staff		4 Healthy Start	
		5 Other:		5 Insulin Administration				5 Kidcare	
		TOTAL:		6 Intravenous Treatments				6 Medical / Nursing Care	
				Complex Procedures				7 Mental Health Coun.	
				7 Oxygen cont./intermittent				8 No Referral	
				8 Carbohydrate Counting				9 Nursing Assessment	
				9 Catheterization				10 Social Work Services	
				10 Ostomy care				11 Subst. Abuse Coun.	
				11 Electronic Monitoring				12 Parent	
				12 Tube/PEG Feeding					
				13 Glucose Monitoring					
				14 Specimen Collect./testing					
				15 Tracheostomy Care					
				16 Ventilator Dependent Care					
				17 First Aid					
				18 Other					

OP 151-O-PHN 45 Attach 13a

2016 Annual School Health Report For: _____

Exhibit Q

PART III: FULL SERVICE SCHOOLS

III-A: IN-KIND SERVICES PROVIDED IN FULL SERVICE SCHOOLS BY COMMUNITY AGENCIES

For in-kind hours and value of in-kind services, put annual totals (not weekly totals) and use only numbers (no text characters (i.e., per week)).

Type of Service	<u>ANNUAL</u> Total Number of Donated In-Kind Hours	<u>ANNUAL</u> Estimated Value of In-Kind Services
Adult Education		
Basic Medical Services		
Case Management		
Child Protective Services		
Community Education		
Counseling Abused Children		
Counseling High-Risk Children		
Counseling High-Risk Parents		
Delinquency Counseling		
Dental Services		
Economic Services		
Healthy Start/Healthy Families		
Job Placement Services		
Mental Health Services		
Nutritional Services		
Parenting Skills Training		
Resource Officer		
School Health Nursing Services		
Social Work Services		
Substance Abuse Counseling		
TANF programs (job training)		
All Other		
TOTALS	0	0



**FDOH-Broward, School Health Services,
Unduplicated Log for Medications and Procedures**

MEDICATIONS	NUMBER OF STUDENTS
Insulin Administration	
Medications/Other Injections	
Medication/Intravenous	
Medications/Inhaler (or nebulizer)	
Medications/Oral (by mouth)	
Medications/Nasal	
Other Route-Specify:	
Other Route-Specify:	
Other Route-Specify:	
Subtotal:	
PROCEDURES	
Carbohydrate Counting	
Glucose Monitoring	
Catheterization	
Colostomy, Ileostomy, Urostomy, Jejunostomy Care (site care)	
Electronic Monitoring (cardiac, oximetry, J, PEG, NG Tube Feeding	
Oxygen Continuous or Intermittent	
Specimen Collection or Testing	
Tracheostomy Care	
Ventilator Dependant Care	
Other Procedure-Specify:	
Other Procedure-Specify:	
Other Procedure-Specify:	
Subtotal:	
Total:	

Daily Clinic Log



School: _____ Health Room Staff: _____ Date: _____ DAU #: _____

					Table 1.a	Table 1.b	Table 2	Table 3	Table 4	Table 5	
	Time In	Last Name	First Name	Grade	Non-Medication	Medication	Outcome Disposition	Procedure	Service provided by	Referral To	Time Out
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
		Total:			Total:	Total:					

**Exhibit U
School Health Room Review Sheet**

County: _____ School: _____ Principal: _____ Date: _____

Basic Comprehensive Full Service Number of Students: _____

Reviewer: _____

Legend: (F.S.)-Florida Statutes, (F.A.C.)-Florida Administrative Code, (FSHAG)-Florida School Health Administrative Guidelines, (SREEF)-State Requirements for Existing Educational Facilities, (GS7)-General Records Schedule, (MUSRM)-Medication Use In Schools Resource Manual, (UAP)-Unlicensed Assistive Personnel, (AED)-Automated External Defibrillator, (ES)-Elementary School, (MS)-Middle School, (HS)-High School, (MAR)-Medication Administration Record, (RN)- Registered Nurse, (LPN)-Licensed Practical Nurse, (UAP)-Unlicensed Assistive Personnel, (FSS)-Full Service School

I. Personnel				
Health Room staffed full time: Yes <input type="checkbox"/> No <input type="checkbox"/>		If no, # hours/days staffed:	# Designated School Staff:	
# of Health Room Staff by type:	RN(s):	LPN(s):	UAP(s):	
RN supervisor:		Frequency on site:		FSHAG Sect. III, 1-1-3.
II. Health Room/Clinic Facilities				
Reference	Items for Review	Yes	No	Comments
(A) Clinic				
	Health treatment protocols for management of chronic and complex conditions, and emergency procedures are readily available, including communicable disease control protocols			
	Administrative protocols and references are available			
Medication Administration Policy and Procedures				
s. 1006.062 (1), F.S. Ch. 64B9-14, F.A.C.	School District Medication Policy available onsite & addresses:			
"	School personnel designated by principal to assist in medication administration (list of designated staff available)			
"	Annual training of designated personnel with verification of delegate's understanding of assignment present and;			
"	Verification of periodic monitoring and supervision of delegated tasks present			
FSHAG III 4-3	Medication Errors – with specific documentation required for reporting medication errors and:			
"	Medication Errors - notify supervising school nurse, school administrator, parent, prescribing MD, poison control if wrong student received medication			
Clinic Log				
GS7 - Item 120, FSHAG IV 18-5, Ch. 64F-6.005(1)(e), s. 1002.22, F.S.	Standardized clinic log (paper or electronic): student name, date, time in, reason for clinic visit, nurse/UAP, time out, disposition. Clinic log concealed to protect student confidentiality.			
Clinic Physical Facilities				
s. 381.0056(5b & 6c), F.S., FSHAG IV 21 2-4, SREEF 5-5 (13)(g) Pg. 35	School has adequate physical facilities for health clinic (reception/office/storage/toilet room/bed space present)			
SREEF 5-5 13(g)(1)(a & b) Ch. 64E-13.004(6), F.A.C.	Clinic toilet room(s) present: 1 for ES; 2 for MS/HS (1 male, 1 female)			
SREEF 5-5 13(g)(1)(c)	Clinic toilet room (sinks) have hot (temp ≤ 110° F) and cold water			
SREEF 5-5 13(g)(1d), Ch. 64E-13.004 F.A.C.,	Toilet rooms – functioning exhaust fan vented to exterior			
SREEF 5-5 13(g)(2)	Clinic bed space (separated for male/female in MS/HS)			
SREEF 5-5 13(g)(2a)	Clean, plastic covered mattress & pillow per bed			
SREEF 5-5 13(g)(2b)	Clean, disposable mats for each patient			
SREEF 5-5 13(g)(3), (h)(3)	Visual supervision of beds from reception area/office/nurses station			
SREEF 5-5 13(h)(4) FSHAG III-4-4 Pg. 36	(FSS) Lockable storage room with doors operable from the inside (for refrigerator, files, equipment, and supplies)			
SREEF 5-5 13(h)(5)	(FSS) Data outlets for computer hookups & networking			

Exhibit U

SREEF 5-5 h(5)	(FSS) Additional electric outlets for hearing/vision testing machines			
SREEF 5-5 13(h)(6)	(FSS) Direct access to clinic from exterior			
SREEF 5-5 13(h)(6)	(FSS) Direct access to from interior or connected by covered walk			
SREEF 5-513(h)(7)	(FSS) Designated parking adjacent to clinic (1 disabled accessible)			
(B) Emergency Supplies/Procedures				
Ch. 64F-6.004(1), F.A.C.	Policies/Procedures for management of health emergencies in clinics, schools, etc.			
Ch. 64F-6.004(2) (3), F.A.C. FSHAG III 7-3	Current First Aid/CPR certification-health room staff & 2 additional school staff-copy in health room or office			
Ch. 64F-6.004(5)(6), F.A.C. FSHAG III-4-1,2 FSHAG III-7-3&4 Ch. 64E-13.004 (11), F.A.C.	First Aid supplies (band aids, gauze squares, elastic roller gauze, cotton balls, cotton tipped applicators, tape, gloves, etc.), first aid kit for use on other parts of campus, and emergency equipment are available and none are expired.			
Ch. 64F-6.004 (1b)(2)(3), F.A.C., FSHAG III-7	Locations of emergency supplies/AED/certified First Aid/CPR staff posted - health room, cafeteria, gym, etc.			
s. 1006.165(1), F.S., SREEF-5- 5 (10)(k)pg. 29, FSHAG IV, 21-3, Ch. 64J- 1.023, F.A.C.	AED required at schools in the Florida Athletic Assoc. only. If AED present, it is maintained in safe, secure, and usable condition. Location is registered with local EMS.			
s. 1006.165(2), F.S. Ch. 64J-1.023, F.A.C.	Persons expected to use AED – documented training/proficiency			
III. Medication Administration				
(A) Medications				
Reference	Items for review	Yes	No	Comments
FSHAG III 4-1,2)	Medication label (student name, med name, dosage & directions, times of admin., provider's name, date (≤ 1yr)			
s. 1006.062(1)(b-2) F.S.	Medications received, counted (initially & refills) - stored in original container, secured under lock and key when not in use			
FSHAG III -4-2	OTC Meds labeled student specific			
s. 499.0121(1)(c)(5)(a-1), F.S.	Medications not expired (if expired meds present, quarantined from usable medications)			
s. 499.0121(3a,b), F.S., MUSRM page 72, FSHAG III 4-4	Medications requiring refrigeration in locked fridge maintained at 35-45°F (regularly documented) Assn. for Professionals. in Infection Control (APIC) (36-46)			
(B) Medication Administration Record (MAR)				
FSHAG III 4-5, IV 18-5 MUSRM page 47	Demographics: student name, id, age, dob, grade, photo (if available)			
"	Allergies (medication, food, environmental, etc.)			
"	Medication: name, dose, route, frequency, time			
"	Initials/name/signatures of persons authorized to administer			
"	Code (with explanation) for meds not administered			
s. 1006.062(1)(b)(1), F.S., FSHAG III 4-1	Parental permission to administer med, statement of need for med & known student-specific side effects to med			
Comments:				

Exhibit V

Student Health Records Review Sheet

Answer each item with Y = Yes, N = No. If no, make comment in comments section.

Legend: (F.S)-Florida Statutes, (F.A.C.)-Florida Administrative Code, (FSHAG)-Florida School Health Administrative Guidelines, (K)-Kindergarten, (H)-Hearing, (V)-Vision, (G)-Growth & Development (BMI), (S)-Scoliosis, (IHP)-Individualized Healthcare Plan, (ECP)-Emergency Care Plan, (prn)-as needed, (NANDA)-North American Nursing Diagnosis Association, (NASN)-National Association of School Nurses, (Hx)-health history, (FERPA)-Family Educational Rights and Privacy Act

County:	School:	Reviewer:	Date:			
Student health record review <i>(Recommended selection: a minimum of 2 students with reported health condition and 2 students with no reported health condition)</i>		#1	#2	#3	#4	
Student's current grade level						
Reference	Item for review					
s.1003.25, F.S. Ch. 64F-6.005(1)(a-h), F.A.C., 6A-1.0955 (4)(a) F.A.C. FSHAG IV, 18 pg.3-4	Cumulative health record maintained for each student: Each physical record contains the following information <u>OR</u> the information can be retrieved electronically while on-site.					
Ch. 64D-3.046, F.A.C. FSHAG IV-18-3 Ch. 64F-6.005(1a), F.A.C.	Immunization certification (DH 680) or electronic transfer present; current for grade, OR:					
s. 1002.20(3)(b), F.S. s. 1003.22(5)(a)(c), F.S. s. 1003.22(5)(b), F.S.	Temporary exemption (part B) current, permanent exemption (part C) or DH 681 Religious Exemption provided					
64F-6.005 F.A.C.	Health hx, chronic conditions, treatment plan (Pg. 2-IHP)					
64F-6.003 F.A.C., s. 381.0056(4)(a)(6-9), F.S. FSHAG III-3	Mandated screenings provided in required grades:	Circle documented screenings				
	K = Hearing (H) Vision (V)	H V	H V	H V	H V	
	1 st grade = Hearing, Vision, growth/development with BMI	H V G	H V G	H V G	H V G	
	3 rd grade = Vision, Growth & Development w/BMI	V G	V G	V G	V G	
	6 th grade = Hearing, Vision, Growth & Development w/BMI, Scoliosis	H V G S	H V G S	H V G S	H V G S	
	K-5 th entering FL schools for 1 st time = Hearing, Vision	H V	H V	H V	H V	
s. 1003.22(1) F.S., Ch. 6A-6.024 F.A.C., FSHAG IV-18-4 Ch. 64F-6.005(1d) F.A.C.	School Entry Health Exam (DH 3040 or equivalent) present (exemption 1002.20(3)(a))					
Ch. 64F-6.005(1g) , F.A.C.	Documentation of consultations, recommendations and results					
Ch. 64F-6.005(1h) , F.A.C.	Documentation- physician's orders, parental permission to administer medication or medical treatments in school					
Ch. 64F-6.005(2a,b) , F.A.C.	If confidential health information stored separately, it states this on/in cum record.					
Emergency Information Form						
Ch. 64F-6.004(1)(a) F.A.C., FSHAG III-7-1	Emergency Information form available/updated annually					
FERPA, 34 CFR 99.31 & 99.36	Parental permission to share personal health information (exemption- appropriate personnel in cases of health & safety emergencies)					
	Contact person and contact information					
	Family physician					
	Allergies and Significant health history					
	Parental authorization for emergency care					

Exhibit V

Individualized Healthcare Plan					
	Student specific demographics – name, photo if possible, grade, date of birth				
	Parent/Guardian contact information				
	Allergies-meds, foods, insects, anaphylaxis history				
	Nursing Assessment (per RN) to include: history of compliance, level of independent function (i.e. self-admin.), student specific symptoms, physical activity/limitations, medications-dose, route, time				
	Nursing Diagnosis (per NANDA guidelines)				
	Desired health & education goals/outcomes				
	Interventions to achieve goals- (this should include specific delegation & training of delegated nursing interventions with a list of who is trained/delegated				
	Information for special accommodations – field trips/extracurricular activities, etc.				
	Review/evaluate and update annually & prn				
Emergency Care/Action Plan for staff distribution (separate or in IHP)					
	Demographic-student name, ID number, grade, dob, parent & emergency contacts information with phone numbers				
	Health problem with brief description or definition				
	Signs/symptoms student may experience				
	Medication taken at school or may be needed in emergency				
	Interventions to be utilized in case of emergency				
	When to call 911				
	Any special precautions				
Comments: (list any comments from any findings that are pertinent – i.e. transfer student & all screenings not yet received, or physical done per parent, proof of request from MD for copy, etc.)					

**ATTACHMENT B
PRICE PAGE**

Basis of Award

A single award will be made to the responsive, responsible Bidder offering the lowest grand total price for the services requested in this ITB. The prices will remain the same during each renewal term, if any. Any award made will be compensated at the hourly rates as submitted on this Attachment.

Description	Quantity (By Position)	Estimated Annual Hours Per Position	Total Estimated Annual Hours	Price per Hour (Initial Term)	Extended Price (Initial Term)	Total Estimated Annual Hours	Price per Hour (Renewal Term)	Extended Price (Renewal Term)
Hourly rate for Clinical Nurse Manager (inclusive of all costs associated with this position's provision of services)	1	1,920	1,920 x	\$ _____ =	\$ _____	1,920 x	\$ _____ =	\$ _____
Hourly rate for RN supervisor (inclusive of all costs associated with this position's provision of services)	7	1,760	12,320 x	\$ _____ =	\$ _____	12,320 x	\$ _____ =	\$ _____
Hourly rate for School Nurse (inclusive of all costs associated with this position's provision of services)	3	1,128	3,384 x	\$ _____ =	\$ _____	3,384 x	\$ _____ =	\$ _____

**ATTACHMENT B
PRICE PAGE**

Hourly rate for Health Support Technician (inclusive of all costs associated with this position's provision of services)	35	1,128	39,480 x	\$ _____ =	\$ _____	39,480 x	\$ _____ =	\$ _____
Total Extended Price (Initial Term)				\$ _____		Total Extended Price (Renewal Term)		\$ _____
Grand Total Extended Price (Initial Term + Renewal Term)						\$ _____		

**ATTACHMENT B
PRICE PAGE**

Bidder Name: _____

Bidder Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the attached Standard Contract (Attachment F).

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Bidder's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

**ATTACHMENT C
EXPERIENCE FORM
Section 3.6.1**

**ATTACHMENT C
EXPERIENCE FORM
Section 3.6.1**

Bidder's Name: _____

Bidders must provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. Bidders may use this experience form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Bidder's responsibility. The Department's determination is not subject to review or challenge.

1.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$
2.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

Solicitation Number: DOH15-009
 Invitation to Bid
 School Health Services

**ATTACHMENT C
EXPERIENCE FORM
Section 3.6.1**

3.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

Solicitation Number: DOH15-009
Invitation to Bid
School Health Services

**ATTACHMENT D
REQUIRED CERTIFICATIONS**

**STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant bid, proposal or reply. This bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Bidder, Respondent, or Vendor to the provisions of this bid, proposal or reply.

Signature of Authorized Representative*

Date

SCRUTINIZED COMPANIES

ONLY include if total contract value / budget is estimated to be \$1 million or more)

I hereby certify that the my company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Signature of Authorized Representative*

Date

*An authorized representative is an officer of the Bidder's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.



**ATTACHMENT E
DEPARTMENT OF HEALTH (DOH) VENDOR DIVERSITY
SUBCONTRACTING EXPENDITURE REPORT**

INSTRUCTIONS:

PROVIDERS please complete this report and submit to the DOH Contract Manager.* **PROVIDERS** and their subcontractors (if any) must report **all** subcontracting expenditures.

DOH Providers' Name:

DOH Providers' Subcontractor Name:
(if applicable)

DOH Contract or Order Number:

Reporting Month and Year:
(the period that your current invoice covers)

Subcontractor(s) Name and Address	FEIN No.	Expenditure Amount

NOTE: Separate sheets may be used, as needed.

**DEPARTMENT OF HEALTH USE ONLY
CONTRACT MANAGER INSTRUCTIONS:**

PLEASE FORWARD COMPLETED FORMS TO:
BUREAU OF GENERAL SERVICES, CENTRAL PURCHASING OFFICE
ATTENTION: VENDOR DIVERSITY COORDINATOR
4052 BALD CYPRESS WAY, STE. 310
TALLAHASSEE, FLORIDA 32399-1734
VendorDiversity@flhealth.gov

No later than the 7th of the month following the reporting month.

Solicitation Number: DOH15-009
Invitation to Bid
School Health Services

**ATTACHMENT E
DEPARTMENT OF HEALTH (DOH) VENDOR DIVERSITY
SUBCONTRACTING EXPENDITURE REPORT**

***PROVIDER INSTRUCTIONS:**

1. **DOH PROVIDERS' NAME:** Enter the Company Name as it appears on your DOH Contract.
2. **DOH PROVIDERS' SUBCONTRACTOR NAME:** Enter the Company Name of the DOH Providers' subcontractor, who expenditures are being reported for, if applicable.
3. **DOH CONTRACT OR ORDER NUMBER:** Enter DOH Contract Number or Purchase (Direct) Order Number.
4. **REPORTING MONTH AND YEAR:** Enter the time period that your current invoice covers.
5. **C/MBE Entity Name and Address:** Enter the CMBE or MBE Subcontractor's Name and Address.
6. **FEIN No.** Enter the Subcontractor's Federal Employment Identification Number. This information can be obtained from the subcontractor.
7. **EXPENDITURE AMOUNT:** Enter the amount expended with the subcontractor for the time period covered by the invoice.

ENCLOSE THE COMPLETED FORM AND SEND TO YOUR DOH CONTRACT MANAGER.

Solicitation Number: DOH15-009
Invitation to Bid
School Health Services

ATTACHMENT F

CFDA No.

CSFA No.

Client Non-Client
 Multi-County

STATE OF FLORIDA DEPARTMENT OF HEALTH STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and _____ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135 (5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by

ATTACHMENT F

the Certification Regarding Lobbying form must be completed and returned to the contract manager.

f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A (e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.

h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.

k. If the provider is determined to be a sub recipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment ___ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or sub recipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

ATTACHMENT F

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) allowable under the contract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. **Financial Report.** To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

ATTACHMENT F

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, and DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

ATTACHMENT F

2. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

3. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

ATTACHMENT F

Q. Final Invoice

To submit the final invoice for payment to the department no more than ___ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

ATTACHMENT F

Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed ___ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on _____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on _____.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

ATTACHMENT F

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours'* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours'* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

3. The name, address, and telephone number of the contract manager for the department for this contract is:

2. The name of the contact person and street address where financial and administrative records are maintained is:

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

4. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, _____, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this ___ page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

ATTACHMENT F

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

STATE AGENCY: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G
HIPAA Business Associate Agreement

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement

This Agreement is entered into between the _____ (“Covered Entity”), and _____ (“Business Associate”). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Security Rule, codified at 45 Code of Federal Regulations (“C.F.R.”) Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure

of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the

ATTACHMENT G
HIPAA Business Associate Agreement

Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.
- (l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

- (a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.

- (a) In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of _____, Florida Statutes. (Program to supply applicable laws related to confidentiality)
- (b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official

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HIPAA Business Associate Agreement

summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
 2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
 3. Furnish certain records for examination, by mail or by hand-delivery.
- (c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

(a) Term.

The Term of this Agreement shall be effective as of _____, and shall terminate on _____. Prior to the termination of this Agreement, the Business Associate shall destroy or return to the Covered Entity all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity. If it is infeasible or impossible to return or destroy Protected Health Information, the Business Associate shall immediately inform the Covered Entity of that and the parties shall cooperate in securing the destruction of Protected Health Information, or its return to the Covered Entity. Pending the destruction or return of the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause.

Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information, or otherwise as set forth in this Section 4.4. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will

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require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business

3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Security Addendum

8.0 Security

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), so that the Covered Entity may meet compliance obligations under HIPAA-AS, the parties agree:

(a) Security of Electronic Protected Health Information.

Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.

(b) Reporting Security Incidents.

1. Business Associate will report to Covered Entity within 24 hours of the discovery of any incident of which Business Associate becomes aware that is:

(a) a successful unauthorized access, use or disclosure of the Electronic Protected Health Information; or

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.

(g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.

(h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

(i) Assignment: Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the

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Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

For: **DEPARTMENT OF HEALTH**

By: _____

Title: _____

Date: _____

For: (Name of Business Associate)

By: _____

Title: _____

Date: _____

Approved as to form and legality:

_____ Office of the General Counsel

Date: _____