

SANTA ROSA DISTRICT SCHOOLS
REQUEST FOR PROPOSAL
Florida Department of Health in Santa Rosa
SCHOOL YEARS 2013/2014

THIS CONTRACT is entered into between the Santa Rosa County School Board, hereinafter referred to as the "Board" and the State of Florida, Department of Health in Santa Rosa County, hereinafter referred to as the "Provider" and/or "Company".

The parties agree:

I. The Provider Agrees:

A. To provide services according to the conditions specified in **ATTACHMENT I**

B. Audits and Records

1. To maintain books, records, and documents (including storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenue and expenditures of funds provided by the board under this contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the board.
3. To maintain and file with the board such progress, fiscal, inventory, and other reports as the board may require within the period of this contract. Such reporting requirement must be reasonable given the scope and purpose of this contract.

C. Student Records

Upon receipt of authorized student records, PROVIDER will keep said records confidential, consistent with Florida Statutes, State Board of Education rules and federal laws relating to Family Educational Rights and Privacy Act (FERPA, also known as the Buckley Amendment – U.S. Codes (20 USC 1232g), Code of Federal Regulations (CFR for Title 34; part 99)

1. Record Storage and Retention

All written student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of PROVIDER. All records will be maintained for a period of five years for audit purposes. No Child Left Behind Section 1116(e)(3)(E) prohibits PROVIDER from disclosing the identity of any

student receiving services without the written permission of the student's parents/guardians.

2. Access to Records

PROVIDER shall provide access by the board, the Federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination excerpts, and transcriptions. PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT student.

3. Termination of Completion of Contract

Upon request at completion of or termination of this Contract, PROVIDER shall turn over to DISTRICT all student records for the eligible students to whom PROVIDER has rendered services under this Contract.

D. Monitoring / Inspection and Audit

1. To provide progress reports, including data reporting requirements as specified in Attachment I. These reports will be used for monitoring progress or performance of the contractual services as specified in Attachment I.
2. To permit persons duly authorized by the board to inspect any records, papers, documents, facilities, good and services of the provider and/or interview any clients and employees of the provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the board may deliver to the provider a list of its comments with regard to the manner in which said goods or services are being provided. The provider will rectify all noted deficiencies provided by the school district within the specified period of time set forth in the comments, or provide the board with a reasonable and acceptable justification for not correcting the noted shortcomings. The provider's failure to correct or justify within a reasonable time as specified by the board may result in the withholding of payments, being deemed in breach or default, or termination of this contract.
3. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit.

E. Insurance:

Provider, a state agency, is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. Provider certifies that it maintains, and agrees to continue to maintain, during the term of this Agreement, professional and general liability protection coverage through the Risk Management Trust Fund, and that

this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure limitations described in Section 768.28, Florida Statutes. Provider will convey a copy of its current Certificate of Coverage upon request.

F. Liability

Provider, as a state agency, agrees to be fully responsible for acts of negligence by its officers, employees or agents, when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties.

G. Safeguarding Information:

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

H. Return of Funds:

To return to the board any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the school district. The provider shall return any overpayment to the board within fifty-five (55) calendar days after either discovery or notification of the overpayment. In the event that the provider or its independent auditors discovers an overpayment has been made, the provider shall repay said overpayment within fifty-five (55) calendar days without prior notification from the board. In the event that the board first discovers an overpayment has been made, the board will notify the provider by letter of such finding.

I. Billing:

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.

3. 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.
4. 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.2 of this contract.
5. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the provider in conjunction with this contract. It is expressly understood that substantial evidence of the provider's refusal to comply with this provision shall constitute a breach of contract.

J. Withholdings and other Benefits:

1. The provider is responsible for Social Security and Income Tax withholdings.

K. Final Invoice:

The provider must submit the final invoice for payment to the board no later than **June 1st of each year**. If the provider fails to do so, all right to payment is forfeited, and the board 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 evaluation and financial reports due from the provider, and necessary adjustments thereto, have been approved by the board.

L. Fingerprint / Background Check

The Provider shall comply with all requirements of Florida's Jessica Lunsford Act.. Further information is available at the following website:
http://www.santarosa.k12.fl.us/purchasing/vendor%20Information/lunford_act.pdf

M. Accident / Incident Reporting

PROVIDER agrees to maintain an emergency contact and accident/incident reporting system for each student participating in the program. PROVIDER agrees to submit a written accident report on the same day of incident to the parent, and to DISTRICT within five (5) days of an accident or incident when a pupil has suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

N. Child Abuse Reporting

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to Chapter

39, Florida Statutes, and Section 1006.061, Florida Statutes. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report related to child abuse to DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

II. The Board Agrees:

A. Contract Amount:

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$ 59,799 subject to the availability of funds. The board'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.

III. The Provider and Board Mutually Agree:

A. Effective Date:

1. This contract shall begin on July 1, 2013 .
2. This contract shall end on June 30, 2014.

B. Term of Contract / Termination of Contract

This contract is to be for a one (1) year period, with the option to renew for four (4) additional years. The contract / proposal period shall be from July 1, 2013 through June 30, 2018. Annual contracts will be executed throughout the five (5) year contract period on the anniversary date. Cancellation must be in writing and received 90 days prior to June 30th of each contract year. This contract can be canceled by the Santa Rosa County School Board, at any time, for any cause. If economic conditions warrant a change in the conditions or terms of the contract, either party can exercise the cancellation privilege on the next anniversary date without prejudice. The Santa Rosa County School Board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

C. Notice and Contact:

The name and address of the contract manager for the school district for this contract is:

Dr. Karen Barber, Director of Federal Programs
5086 Canal Street, Milton, FL 32570 _____

The name and address of the representative of the provider responsible for administration of the program under this contract is:

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

D. Renegotiation or Modification:

1. Modification of provisions of this contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

E. Name, Mailing and Street Address of Payee:

F. Special Provisions:

The provider shall not permit any publicity involving students, including the use of names or identifiable pictures, without the written consent of the student's parents or legal guardians.

To the extent consistent with maintaining required student confidentiality, the provider shall allow the contract manager and other agents of the board to conduct private, confidential interviews with the student, family and provider staff, for those students and families whose services have been subsidized by the board.

G. Prohibitions

PROVIDER will not participate in any activities that may lead to the detriment of the integrity or defaming of DISTRICT. Activities that will lead to termination of the contract include, but are not limited to: any lobbying activity and/or the use of funds provided through the contract to be used for the purpose of lobbying, intimidation, misrepresentation of services, discrimination against other providers, schools or students, defamation of the local DISTRICT or provider, or activities

that may lead to exclusivity of service delivery. DISTRICT will submit a complaint in writing to PROVIDER. Within 10 working days of receipt of complaint, PROVIDER will respond in writing with the action taken to correct the prohibited action. Unsatisfactory resolution may result in the termination of this contract.

H. Compliance with Laws / Governing Law

During the term of this Agreement, PROVIDER shall comply with all applicable federal statute and executive orders, State Board of Education, and local statutes, law ordinances, Santa Rosa District Schools' Policies, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

The terms and conditions of this Agreement shall be governed by all applicable federal, state, State Board of Education, local laws, rules, and regulations including the Laws of the State of Florida with venue in Santa Rosa County, Florida and the Santa Rosa County School Board.

I. Severability Clause

If any provision of this Contract is held in whole or in part to be unenforceable by SANTA ROSA DISTRICT SCHOOLS for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

All Terms and Conditions Included:

This contract and its attachments as referenced, (Attachment I), contain all the terms and conditions agreed upon by the parties.

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

PROVIDER

SANTA ROSA DISTRICT SCHOOLS

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED BY: _____

NAME: Sandra King

TITLE: Purchasing Agent,
Santa Rosa County School District

DATE: _____

ATTACHMENT I

CONTRACT FOR REGISTERED NURSE BETWEEN SANTA ROSA COUNTY SCHOOL BOARD AND FLORIDA DEPARTMENT OF HEALTH IN SANTA ROSA.

A. Services to be Provided

1. The Provider will ensure the provision of a Senior Registered Community Health Nurse. The nurse will provide and assist with managing and/or establishing school health services to designated students on the Title I and Title X Programs
2. The Senior Registered Community Health Nurse shall meet the following qualifications: Hold a current license in the State of Florida and maintain a current CPR certification. In addition, individuals applying for employment under the program must complete mandatory in-service and training. The Provider will maintain evidence that individuals to be employed successfully pass screening for child abuse/neglect, drug/alcohol use, and be cleared of any criminal background.
3. Senior Registered Community Health Nurse services will be offered during the 2013-2014 school year as a DOH Career Service fulltime (40 hours per week) position provided by Florida Department of Health in Santa Rosa County to work in accordance with State payroll, leave and attendance guidelines for a 12 month period.

B. Manner of Service Provision

1. The responsibilities of the Senior Registered Community Health Nurse shall include: 1) *coordinating school health services and reports with school site administrative staff and nursing supervisory staff*, 2) *Providing Comprehensive School Health Services at Assigned Schools including preventive and rehabilitative measures to designated Title I and Title X students. Comprehensive school health services may include; but are not limited to: nursing assessments, growth and development, monitoring health screenings, vision, hearing, and scoliosis screening ,health care plans, health counseling or education, referrals and follow-ups*, 3) *determining designated youth's access to health insurance/programs and if appropriate assist in accessing Medicaid, Kidcare or other health coverage* 4) *Expedite the identification of health issues and treatment for illnesses of designated Title I/ Title X children and youth* 5) *Operate as a Santa Rosa Homeless Education referral resource for the school district staff*. 6) *Provide referral/resource coordination and assist in obtaining healthcare materials {Nix, First Aid materials, glasses, dental materials etc.} for identified health issues of designated Title I/ TitleX students and their families.*
6) *Provide or coordinate training to the community and healthcare entities {physicians, hospitals, Emergency Rooms, clinics etc..} on homeless children and youth.* 7) *Assist to building the capacity of parents of homeless students to ensure that proper preventive healthcare, diet, and other health issues are addressed* 8) *Assist homeless or unaccompanied youth in developing healthcare and transitional future planning.* 9) *Provide career development information as appropriate for designated youth*, 10) *Develop and/or maintain partnerships to provide resources for designated youth and families of Title I/Title X.*
2. The Provider shall submit monthly documentation of service hours and a report of services per assigned school. Documentation shall contain a school site official's signature.

3. Services will be delivered to the student on the student's campus of record or at designated off campus locations.
4. The Provider shall assist in obtaining resources as appropriate for student-specific medical supplies.
5. The Provider agrees to participate in the School Health Advisory Council as appropriate and Monthly Community Learning Staff Meetings as part of the on-going monitoring process for program outcomes and quality improvement.

C. Method of Payment

1. The Board shall make payment to the Provider for services in this Attachment for total dollar amount **\$59,700.00.**
 - A. 1 F.T.E. Career Service Senior Registered Community Health Nurse salary, fringe, travel and indirect costs.
 - B. Senior Registered Community Health Nurse must meet any mandatory trainings of the FL Department of Health and maintain current RN Licensure.
2. The Board agrees to make payment to the Provider in monthly installments.
3. The Provider shall submit invoices to the Board by the 15th of the month following the month in which services were delivered.

D. Reports

1. The Provider shall submit a monthly report of the students served which shall include: the number of students, a brief summary of services provided, the results of outcome measurements and the time services provided. Additional documentation of program activities will be maintained through medication administration logs, documentation of contacts (phone, parent, etc.), and supplemental evaluation activities.
2. The Provider will have available an annual performance evaluation summary by June 30th of the contract year. Additional supervisory documentation may be requested at any time during the contract year.

