

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

NON-COMPETITIVE SALES AND SERVICES AGREEMENT

SSA #1213/JO – Brevard County Health Department – Office of Student Services

<u>Vendor Name</u>	<u>Estimated Amount of Award</u>	<u>Required Products and Services</u>
Brevard County Health Department	\$2,835,359.00 Annually	School Health Services

DISCUSSION:

Brevard Public Schools is reentering into an agreement with Brevard County Health Department to provide nursing services in schools. The previous agreement was in 1998. The new Memorandum of Agreement identifies responsibilities of Brevard Public Schools and Brevard County Health Department in meeting the health care needs of students.

Brevard Public Schools will reimburse Brevard County Health Department for the actual salary and benefits of the approximately ninety (90) nursing staff required to meet the mutually agreed upon requirements in the Agreement.

In previous years the cost for the nursing services contract was shared between the Operating fund and IDEA. The three previous years' expenses are listed below:

2008-2009	Operating	\$878,841.61	
	IDEA	\$1,459,953.56	Total: \$2,338,795.17
2009-2010	Operating	\$730,402.16	
	IDEA	\$1,917,311.76	Total: \$2,647,713.92
2010-2011	Operating	\$676,479.28	
	IDEA	\$2,130,440.79	Total: \$2,806,920.07

After discussion with staff and the Department of Education regarding the amount of allowable expenses under IDEA, alternative funding for the nursing services are being considered.

A total of \$2,835,359.00 has been budgeted for 2011-2012.

CONTRACT TERM:

The initial term will commence on November 23, 2011 and continue through June 30, 2013 with the option to renew for three additional one-year periods.

RECOMMENDATION:

It is the recommendation of Cyndi Van Meter, Assistant Superintendent of Curriculum and Instructional Services, and Staff, to approve the agreement for School Health Services for an amount estimated to be \$2,835,359.00 annually for the term of the agreement. Request authority for the Office of Purchasing Services to renew the agreement annually for the three additional one-year periods. Agreement renewal shall be contingent upon the Office of Student Service's request for continuance of services and annual agreement review.

Continued...

AUTHORITY FOR ACTION:

Florida Administrative Code - 6A-1.012 (11) (a)

ACTION BY BOARD:

____ Approved Recommendation(s) Above & Awarded

Meeting Date: _____

____ Other _____


Joe O'Connor, Purchasing Specialist
Office of Purchasing & Warehouse Services

Mark Langdorf, Director
Office of Risk Management

October 26, 2011

MEMORANDUM

To: Dr. Brian T. Binggeli, Superintendent

From: Elizabeth G. Thedy, Ed.D., Assistant Superintendent 
Offices of Student Services and Exceptional Student Education

Re: School Health Services

BACKGROUND:

Brevard Public Schools is reentering into an agreement with Brevard County Health Department to provide nursing services in schools. The previous agreement was in 1998. The new Memorandum of Agreement identifies responsibilities of Brevard Public Schools and Brevard County Health Department in meeting the health care needs of students.

Brevard Public Schools will reimburse Brevard County Health Department for the actual salary and benefits of the approximately ninety (90) nursing staff required to meet the mutually agreed upon requirements in the Agreement.

In previous years the cost for the nursing services contract was shared between the Operating fund and IDEA. Based on department records, the three previous years' expenses are listed below:

2008-2009	Operating IDEA	\$878,841.61 \$1,459,953.56	Total: \$2,338,795.17
2009-2010	Operating IDEA	\$730,402.16 \$1,917,311.76	Total: \$2,647,713.92
2010-2011	Operating IDEA	\$676,479.28 \$2,130,440.79	Total: \$2,806,920.07

After discussion with staff and the Department of Education regarding the amount of allowable expenses under IDEA, alternative funding for the nursing services is being considered.

A total of \$2,835,359.00 has been budgeted for 2011-2012.

RECOMMENDATION:

Approve the Agreement with Brevard County Health Department for the provision of nursing services to schools.

Elizabeth G. Thedy, Ed.D., Assistant Superintendent
Student Services
Phone: (321) 633-1000, ext. 270 • FAX: (321) 633-3454

MEMORANDUM OF AGREEMENT
between

Brevard County Health Department
and
School Board of Brevard County

THIS AGREEMENT, effective this 23rd day of November 2011, by and between The Florida Department of Health's Brevard County Health Department, Merritt Island, Florida (hereinafter referred to as "PROVIDER"), and the School Board of Brevard County, Viera, Florida, as the governmental agency with jurisdiction over all DISTRICT SCHOOLS, (hereinafter referred to as "RECIPIENT").

1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the PROVIDER shall deliver or perform the following services indicated for the RECIPIENT.
 - A. Provide comprehensive School Health Services to Brevard County public schools in accordance with Florida Statutes 381.0056, 381.0057, 381.0059, and 402.3026 and with Chapter 64F-6.001-6.006, F.A.C. and other related Florida Statutes and Florida Administrative Codes and in accordance with applicable policies and procedures of the RECIPIENT and PROVIDER.
 - B. These health services are specified in the local school health services plan as approved biennially by the RECIPIENT and PROVIDER and as required pursuant to Section 381.0056(5)(a), Florida Statutes.
2. Term. This Agreement shall begin on the 23rd day of November 2011, and shall end on the 30th day of June, 2013. The contract may be renewed, by mutual written agreement between the parties, for additional one (1) year periods up to a cumulative total of three (3) years at the same terms and conditions as the initial contract period. Such renewals shall be contingent upon satisfactory fiscal and programmatic performance evaluations by both parties. Each renewal shall be confirmed in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
3. Responsibilities of PROVIDER.
 - A. Delivery of Services: The PROVIDER shall deliver the services required under this Agreement on the dates and at the times and places as specified herein:
 - 1) Provide onsite school health services for 32 to 35 work hours per week during the school year (1/2 hour required lunch break per day not included or paid) for designated public schools in accordance with school hours of each school and the school calendar year.
 - 2) Provide administrative and professional management for school health services.

- 3) Participate in School Health Advisory Committee Meetings.
- 4) The PROVIDER shall not provide staffing to function in a non-medical role such as, but not limited to, performing procedures related to student attendance or discipline (i.e., signing students off campus, involvement in dress code enforcement).
- 5) Perform student health screenings pursuant to Section 381.0056, Florida Statutes and Section 64F-6.003, Florida Administrative Code. This includes documentation, referral and follow up on all screening failures as per Brevard Schools Health Services Manual. Screenings may be performed in mass screening style by a pool of volunteers and PROVIDER staff, including the onsite nurse and other PROVIDER school health nurses and school health staff. The PROVIDER is responsible for coordinating staffing, equipment, and supplies for mass screening; grouping the schools to be screened and scheduling the screening with onsite nurses and the principal.

B. Staff and Personnel: the PROVIDER shall make available the following personnel and/or other resources to provide the services required under this Agreement:

- 1) Provide an RN, LPN or Health Support Tech in either a Career Service with benefits or OPS without benefits position for each of the schools under control of the PROVIDER. Recruitment of these positions is the responsibility of the PROVIDER'S School Health Program Coordinator. Vacant positions will be advertised through the PROVIDER'S human resources office.
 - a. School Nurse must be licensed in the State of Florida with pediatric experience.
 - b. Health Support Tech must have a minimum of a high school diploma or equivalent, current certification in First Aid, CPR, and medication administration as well as other health support staff training that may be received prior to and during employment necessary to provide essential health services. Health Support Tech shall have clerical and filing skills.
- 2) PROVIDER will maintain evidence of nurse licensure in Florida, CPR, 1-9 documentation, and employment application for all PROVIDER school health positions.
- 3) Assure that all employees meet Level 2 background screening as required by s.381.0059, F.S. pursuant to chapter 435, F.S.
- 4) Assure that all nurses work within the scope of their practice and according to the Florida Nurse Practice Act and be licensed as a RN/LPN in accordance with Chapter 464, Florida Statutes.
- 5) Assurance that PROVIDER nurses are knowledgeable of Competencies and Performance Evaluation tools.
- 6) Assure that PROVIDER nurses are familiar with the requirements of Florida Statutes related to student health and welfare.
- 7) Assure that PROVIDER nurses have documented pediatric experience and training in growth and development.

- 8) Assure that school assignments of nurses are jointly determined by the PROVIDER and the RECIPIENT.
- 9) Coordinates with the RECIPIENT of necessary substitute coverage due to school nurse absences, which are beyond the control of the PROVIDER in excess of 1 consecutive school day when students are in attendance.
- 10) Assure that all PROVIDER nurses follow all School District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.
- 11) Assure that each principal of RECIPIENT schools can participate or provide input into the assigned nurse's annual performance evaluation.
- 12) Understands that PROVIDER nurses assigned at RECIPIENT schools are not considered to be agents or employees of the School Board and will not, except as expressly provided by this Agreement, be entitled to any of the benefits the School Board provides for its full time employees, including, but not limited to, worker's compensation coverage and unemployment insurance.
- 13) Submits the following general position description which will be modified based on nursing licensure requirements or changes in standards of care:
 - a. Provides first aid to injured students and staff, everyday care of acutely ill children and chronically ill children, and manages health care for children with communicable diseases.
 - b. Provides nursing assessments and health counseling as appropriate for students.
 - c. Interfaces and communicates with parents and students' medical providers.
 - d. Organizes known or identified student's medication(s) and first aid kits for field trips.
 - e. Reports all students with known food allergies to cafeteria staff/guidance.
 - f. Documents and reports any indication of child abuse to appropriate authorities.
 - g. Counts, records, and administers medications to students and maintains accurate records as required by Florida Statute 1006.062.
 - h. Participates in development implementation of child specific health care plans.
 - i. Maintains proficiency in conducting vision, hearing, scoliosis, and growth and development screenings.
 - j. Provides mandated health screenings; sends referrals as needed and provides all necessary follow-up for problems identified in mandated mass health screenings.
 - k. Performs ESE vision/hearing screenings or referrals. Sends referrals and provides follow up.
 - l. Carries out communicable disease prevention and infection control based on current guidelines for standard precautions, prevention of blood borne pathogens exposure and hazardous medical waste disposal. Reports to PROVIDER as appropriate.
 - m. Maintains and updates school health records.
 - n. Utilizes health related forms as per PROVIDER and RECIPIENT.
 - o. Maintains a daily log of clinic visits.

- p. Provides quantitative data as requested by PROVIDER, including employee activity report.
- q. Conducts record reviews.
- r. Documents services, referrals, and outcomes.
- s. Communicates health needs and other health and medical issues to principal and PROVIDER supervisor.
- t. Maintains contact with parents on referrals through phone calls and written correspondence.
- u. Works closely with teachers concerning matters of physical and mental health and environmental problems, which can affect the children's health. Advises principals or designee of medical problems of which he/she should be aware.
- v. At the invitation of the RECIPIENT, the nurse supervisor will participate in Individual Problem Solving Team (IPST)/Individual Education Plan (IEP).
- x. Provides training on various diseases and conditions to school district personnel.
- y. Provides child-specific training on conditions and health related procedures to school district personnel, as needed.
- z. Provides age-appropriate, district approved health education classes as requested by teachers and approved by principal.
- aa) Abides by and facilitates adherence to all applicable laws, rules, policies, procedures; maintains professional standards; maintains high level of professional development/knowledge.
- bb) Complete the Florida Annual School Health Services Report and submit by deadline each year.
- cc) Complete Florida School Health Services plan for 2013-2015, assure review and signature of appropriate parties, and submit by December 15, 2012.

14.) Finances:

- a. PROVIDER will submit invoice to RECIPIENT quarterly for actual salary and benefits of employees, percentage of School Health Supervisors salary and benefits, as well as background screening, unemployment assessments, travel/mileage, other employment related assessments and PeopleFirst payroll system fees used by PROVIDER to meet responsibilities of Agreement.
- b. RECIPIENT shall pay the PROVIDER, within forty-five (45) days of receipt of invoice, for actual salary and benefits of employees, percentage of School Health Supervisors salary and benefits, as well as background screening, unemployment assessments, travel/mileage, other employment related assessments and PeopleFirst payroll system fees used by PROVIDER to meet responsibilities of Agreement.

C. Supervision and Evaluation: The PROVIDER shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement. Additionally, the PROVIDER shall be responsible for the

monitoring of the quality of service delivered to insure the highest standards of service are being provided to the RECIPIENT under this Agreement in order to achieve a maximum benefit to the RECIPIENT, its students, and the families of students that are to be the recipients of these services. The PROVIDER shall work mutually with the RECIPIENT to provide an evaluation of the delivery and impact of the services made available under this Agreement and shall further provide to the RECIPIENT any and all data or other materials maintained or collected by PROVIDER in the course of performing this Agreement.

D. Confidentiality: The PROVIDER shall only be entitled to receive records and information from the RECIPIENT which can be lawfully made available to the PROVIDER, and in such event the PROVIDER shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the RECIPIENT which is necessary for PROVIDER to deliver the services required hereunder.

E. Official Representative: The PROVIDER shall be responsible for providing an official representative and contact person to conduct all communications with the RECIPIENT and to be responsible for the ongoing administration of this AGREEMENT. The PROVIDER hereby designates the Community Health Nurse Consultant/School Health Coordinator, as the official representative for the purposes of administering this AGREEMENT with the RECIPIENT.

- 1) School Health Coordinator will serve as contract manager for this Agreement.
- 2) School Health Coordinator will be responsible for recruitment of positions within the terms of this Agreement.
- 3) School Health Coordinator will provide administrative oversight of the nurses funded by this Agreement.
- 4) School Health Coordinator must ensure and document that meetings with the RECIPIENT are held as necessary to discuss issues concerning the implementation of this Agreement.

4. Responsibilities of the RECIPIENT.

A. Confidentiality: The RECIPIENT shall be responsible for ensuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of students and assure that PROVIDER staff has access to records and other information that is pertinent to the health management of the students.

B. Monitoring and Evaluation:

- 1) The RECIPIENT and/or its designee under this Agreement shall participate with PROVIDER to monitor the delivery of services under this Agreement and

further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.

- 2) RECIPIENT will report all service data as required by Public Health Title XXIX, Section 881.0056 and Florida Administrative Code Chapter 64F-6. RECIPIENT will report all data necessary for sections of the School Health Annual Services Report that encompass services, disease counts, staffing, revenue and expenditure data related to basic school health. This data will be reported to PROVIDER in the form of RECIPIENT'S end of year school board report.

C. Program Support: The RECIPIENT and/or designee under this Agreement shall make available to the PROVIDER, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist PROVIDER in the quality delivery of services.

- 1) Assure each school principal provides direct onsite administrative supervision (no supervision of medical/health services) of PROVIDER assigned staff.
- 2) Provide programmatic management for school health nursing services.
- 3) Provide relief coverage as needed during PROVIDER'S required daily 30 minute lunch break.
- 4) School principals will provide input to PROVIDER School Coordinator, and they will jointly complete performance evaluations, coordinate and approve training, and complete discipline or award procedures, if applicable, for school nurses and clerical staff.
- 5) Assure available and adequate physical facilities and equipment for school health services at each school as defined in State Requirements for Educational Facilities. Provide each clinic with supplies including clinic passes and computerized access to Student Information Systems.
- 6) Provide list of staff to PROVIDER for each school that is certified to provide first aid and CPR, no later than 30 calendar days from the start of the school year.
- 7) Ensure that at least two school staff members, excluding health room staff, are trained in the administration of medication and provision of medical services as per 1006.062 F.S.
- 8) Provide list of staff to PROVIDER for each school that are certified to provide medication administration, no later than 30 calendar days from the start of the school year.
- 9) Assure that appropriately trained school staff provides back-up coverage for the PROVIDER'S nurses.
- 10) Understands that all PROVIDER staff must follow all protocols and procedures outlined in the PROVIDER School Health Services Manual.
- 11) Understands that all PROVIDER staff must attend periodic trainings and meetings as organized by PROVIDER and RECIPIENT must provide relief coverage during these PROVIDER required absences.
- 12) On behalf of its school principals, reserves the right to request the replacement of any school nurse assigned to perform services under this Agreement who

has not proved to be satisfactory or whose performance is inadequate with 30-school days notice to the PROVIDER.

- D. Official Representative: The RECIPIENT shall be responsible for providing an official representative and contact person to conduct all communications with PROVIDER and to be responsible for the ongoing administration of this Agreement.
5. Modification. This Agreement represents the full understanding of the parties and supersedes all previous communications on the subject, either written or oral, between the parties. Any modification or waivers shall only be valid upon written mutual consent of the parties hereto.
6. Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the RECIPIENT hereby authorizes its Superintendent of Schools to work with the PROVIDER to resolve any such disputes. The PROVIDER hereby authorizes its County Health Department Administrator to serve as its representative. In the event that the Superintendent of Schools and the County Health Department Administrator are unable to resolve the dispute, the matter shall be referred back to the RECIPIENT's Board for final resolution.
7. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice by registered mail, specifying the effective date of such termination.
8. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the RECIPIENT or PROVIDER may terminate the contract upon no less than sixty (60) days written notice to either party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each entity shall be the final authority as to the availability and adequacy of funds for this Agreement. Any state, county or school district agency'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 agreement or from any other source are not eligible for reimbursement under this contract.
9. Indemnification: Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.
10. Independent Contractor: By this Memorandum of Agreement the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the Memorandum of Agreement to be officers, agents, or employees of the other party.

11. The PROVIDER (Brevard County Health Department) reserves the right to assign/transfer its rights/duties under this agreement to another state agency, if required to do so by operation of Florida law.
12. Governing Law: This agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida, USA. Both parties each agree that sole and exclusive jurisdiction and venue for any action or litigation relating to this agreement shall reside with the courts of Brevard County, Florida.
13. THIS AGREEMENT entered into and made effective as of the date first written.

IN WITNESS THEREOF, the parties hereto have caused this eight (8) page AGREEMENT to be executed by their officials thereunto duly authorized.

Department of Health
Brevard County Health Department

School Board of Brevard County, Florida

Signed by: _____
Heidar G. Heshmati, M.D., M.P.H., Ph.D
Director

Signed by: _____
Dr. Barbara A. Murray
Chairperson

Attest: Dr. Brian T. Binggeli
Superintendent
School Board of Brevard County

DATE: _____

Prepared by: Sue Carver
November 9, 2011