

# District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
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August 3, 2010

## MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG/sn*

RE: State of Florida/Department of Health Standard Contracts  
Student Services Department

The attached contracts between the State of Florida, Department of Health and the District School Board of Pasco County are being forwarded to the Board for approval. The Department of Health provides the District funds (a total of \$248,000) for full and basic health services to students and families that need medical and social support in order to succeed. These services assist the District in appraising, protecting and promoting the health of students. The attached contracts were previously reviewed and approved by Nancy Alfonso, School Board Attorney, and no changes have been made.

At this time, we respectfully request your approval for the attached contracts with the above-referenced facility. These contracts will commence on August 4, 2010 and continue through June 30, 2011.

If you should have any questions regarding this matter, please contact me at your earliest convenience.

KDG/sn  
Attachments



## District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

**Contact:** Lizette R. Alexander, Director of Student Services  
**Extension:** 42362

**DATE:** August 3, 2010  
**TO:** Honorable School Board Members  
**FROM:** Heather Fiorentino, Superintendent  
Ruth B. Reilly, Assistant Superintendent for Curriculum & Instructional Services  
**SUBJECT:** Department of Health Contracts for 2010 - 2011

### Introduction

Each year the Pasco County School Board enters into contracts with the State of Florida Department of Health. The Department of Health provides funds for health services rendered to Pasco County students and families.

### Description

Full and basic health services help provide prevention and treatment to students and families that need medical and social support in order to succeed. These services assist the district in appraising, protecting and promoting the health of students. The contracts will begin on August 1, 2010 and end on June 30, 2011.

### Action Requested

Approval of the 2010 - 2011 State of Florida Department of Health contracts is requested.

### Recommendation

The staff respectfully requests the Board approve the 2010 - 2011 State of Florida Department of Health contracts.



CFDA No.  
CSFA No. 916.550

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT

Client  Non-Client  
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and DISTRICT SCHOOL BOARD OF PASCO COUNTY 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

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.

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 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.
- c. 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 N/A. 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 the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. 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.
- e. 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.
- f. 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).

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 II 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.

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AND APPROVED:  
KDG/AL 7/21/10

8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, 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.

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.

**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.

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**AND APPROVED:**  
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Contract # PC1B3

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, DOH Accounting Procedures Manual.

**M. Purchasing**

- 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.
- 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.
- 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.).
- 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 reprocurement 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**

- 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.
- 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.

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than 30 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 anyway 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.

**V. 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.

CONTRACT REVIEWED  
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Contract # PC1B3

KDG/AZ 7/21/00

**W. 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 \$135,225.25 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 08/01/2010 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on 06/30/2011.

**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**

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.

CONTRACT REVIEWED  
AND APPROVED:

*HOG/AZ 7/2/10*

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**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:

District School Board of Pasco County  
7227 US Highway 41  
Land O'Lakes, FL 34638

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

Monica Makholm  
10841 Little Road, Bldg. B  
New Port Richey, FL 34654  
(727) 861-5250, ext. 180

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

Lisa Kern  
District School Board of Pasco County  
7227 US Highway 41  
Land O'Lakes, FL 34638

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

Heather Fiorentino, Superintendent  
7227 U.S. 41  
Land O'Lakes, FL 34638  
(727) 774-2000

5. Upon change of representatives (names, addresses, 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, Attachments I, II, III, and IV, 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:

SIGNATURE:

PRINT/TYPE NAME: HEATHER FIORENTINO

TITLE: SUPERINTENDENT

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME: DAVID R. JOHNSON, MD, MS, MHA

TITLE: DIRECTOR, COUNTY HEALTH OFFICER

DATE:

*7-13-2010*

CONTRACT REVIEWED  
AND APPROVED:  
*KDF/mz 7/21/10*



**SCHOOL HEALTH SERVICES  
PROGRAM SPECIFIC  
MODEL ATTACHMENT I**

**Performance Based Contract**

**A. SERVICES TO BE PROVIDED**

**1. Definition of Terms**

**a. Contract Terms**

**Fiscal Year** July 1, 2010 to June 30, 2011  
**Funding Agency** Pasco County Health Department (CHD)  
**The Provider**  Local Education Agency (LEA)  
 Other: \_\_\_\_\_

**b. Program or Service Specific Terms**

**Basic School Health Program:** The program provides health services to clients as identified in s. 381.0056(5)(a)(1-18), F.S., and Chapter 64F-6.001-6.006, F.A. C. These health services include but are not limited to: screening of vision, hearing, growth and development (utilizing Body Mass Index [BMI] percentile for age and gender), and scoliosis, health appraisals, referral and follow-up, maintenance of health records, meeting emergency health needs, nursing assessments, health counseling, medication assistance, and a preventive dental program.

**Full Service Schools (Interagency Cooperation) Projects:** A program that provides all basic school health services, as well as serves a student population that has a high risk of needing medical and social services, such as, nutrition 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, as required by s. 402.3026, F.S.

**Clients:** Students enrolled in Florida public and participating non-public schools. Services may be extended to serve high-risk student populations and their families on school district property.

**School Health Services Plan:** A document that describes the services to be provided, the responsibility for provision of the services, the anticipated expenditures to provide the services, and evidence of cooperative planning by local school districts and county health departments, as required by s. 381.0056(3)(e), F.S. The plan operates on a two year cycle and for the purpose of this contract, the plan covers years 2010 – 2012.

**Annual School Health Services Report:** An annual report submitted to the funding agency each year that reflects services, staffing and expenditures. For the purpose of this contract, the report will cover the period from July 1, 2010 through June 30, 2011.

**Health Management System (HMS):** Department of Health data system into which documented school health services are entered by service codes. This data is used to provide a full accounting of school health services provided.

**General Description**

**c. General Statement:** (Check services which apply to this contract).

Note: All programs and contracted staff must also provide Basic School Health Services as mandated in s. 381.0056, F.S.

**Basic School Health Services:** General school health services which are available to all students in Florida's public and participating non-public schools in all 67 school districts.

**Full Service Schools:** Includes Basic School Health Services and additional specialized services that integrate education, medical, social and/or human services to meet the needs of the high risk student population and their families on school district property as required by s. 402.3026, F.S., incorporated by reference.

**d. Authority**

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The provider will deliver school health services required by this contract in compliance with sections 381.0056, 381.0059, and 402.3026, F.S., and with Chapter 64F-6, F.A.C.

e. **Scope of Services** (Check services which apply to this contract).

**Basic School Health Services (s. 381.0056, F.S.)**

The provider will deliver Basic School Health Services which, at a minimum include: screening of vision, hearing, growth and development (utilizing BMI percentile for age and gender), and scoliosis; health appraisals, referral and follow-up, maintenance of health records, meeting emergency health needs, nursing assessments, health counseling, medication assistance, and a preventive dental program.

**Full Service School Health Services (s. 402.3026, F.S.)**

In Full Service Schools, there shall be provision of health services for prevention, treatment, and support services for students and families that need medical and social services in order to succeed, in accordance with the approved School Health Services Plan.

f. **Major Program Goals:** (Check the services which apply to this contract).

**Basic School Health Services**

Basic School Health Services are carried out to appraise, protect, and promote the health of students. The provider will meet the requirements of s. 381.0056, F.S., The School Health Services Act, and Chapter 64F-6, F.A.C.

**Full Service School Projects**

Full Service Schools provide Basic School Health Services and integrated educational, medical, social, and human services that are beneficial to meeting the needs of high risk students and their families on school district property, as required by s. 402.3026, F.S.

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**2. Clients To Be Served**

**a. General Description:** (Check services which apply to this contract).

**Basic School Health Services**

The provider will deliver Basic School Health Services as defined in s. 381.0056, F.S., to serve students in public schools and participating non-public schools.

**Full Service School Health Services**

The provider will collaborate with volunteer partners to provide Basic School Health Services and set common goals to serve students from schools that have a student population with a high risk of failure due to unmet medical and social services needs, as required by s. 402.3026, F.S.

**b. Client Eligibility:** (Check services which apply to this contract)

**Basic School Health Services**

These services will be available to all students enrolled in public and participating non-public schools based upon the availability of funds and in accordance with the School Health Services Plan.

**Full Service School Health Services**

County designated Full Service Schools will serve student populations with a high risk of needing medical and social services and will be located in facilities established within the grounds of the school.

**c. Client Determination**

The provider, at the beginning of each school year will inform parents or guardians in writing, about general and specific school health services that students will receive. Students will be exempted from any health service(s), if the parent or guardian requests the exemption in writing.

**d. Contract Limits**

The provider will deliver services to students whose parents or legal guardians did not submit a written request for exemption.

**B. MANNER OF SERVICE PROVISION**

**1. Service Tasks**

**a. Task List**

1. The provider will make available school health services to all students in school locations listed in Attachment III. These services include, but are not limited to screenings, health appraisals, health counseling, health education, medication assistance, conducting record reviews, and documenting services, referrals, and outcomes. In addition, the CHD and LEA will specify, in the School Health Services Plan, other tasks and services the provider must deliver.
2. In each Full Service School, the provider will deliver services appropriate to its high-risk population, in accordance with s. 402.3026, F.S. Such services shall include, without limitation, 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.

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**b. Task Limits**

The limits of Basic and Full Service School Health Services are as provided in:

1. The School Health Services Act, s. 381.0056, F.S., s. 381.0059, F.S., and Full Service Schools, s. 402.3026, F.S.
2. Chapter 64F-6, F.A.C.
3. School Health Services Plan
4. Department of Health Schedule C Funds, as appropriated for the School Health Program.
5. The Florida School Health Administrative Guidelines, April 2007, all of which are hereby incorporated by reference and any subsequent revisions made during the contract period.

**2. Staffing Requirements**

The staffing configuration for Basic School Health Services and Full Service Schools will be documented in the Annual School Health Services Report, based on funds appropriated and the number of staff required to provide services in compliance with s. 381.0056, F.S. and s. 402.3026, F.S.

**a. Professional Qualifications**

**School Nurse** – A registered professional nurse licensed under Chapter 464, F.S.

**Licensed Practical Nurse (L.P.N.)** - Can perform selected acts under the direction of a registered nurse or other licensed health care provider and make responsible and accountable decisions based upon educational preparation and scope of practice in accordance to the Florida Nurse Practice Act (Chapter 464, F.S.).

**School Health Aide** – A minimum of a high school diploma or General Equivalence Diploma (GED), current certification in First Aid and Cardiopulmonary Resuscitation (CPR), and other health support staff training deemed necessary to provide essential health services. These trainings shall be obtained prior to and during employment.

**School Health Social Worker** – A minimum of a bachelor's degree in social work and other staff qualifications to be determined according to the project design.

**b. Staffing Changes**

Changes in staffing patterns will take place only after the provider has submitted an advanced 30 day written notice for review to the contract manager and these changes have been approved in accord with the CHD.

**c. Subcontractors**

Subcontracting will only take place when the provider does not have the capacity to fulfill service requirements as specified in the School Health Services Plan, or in the mutual agreements for Full Service School Programs. All subcontracts must be reviewed and approved by the CHD Administrator and in accordance with Contract Management System Update #05-2 (Subcontracting Approval Procedures).

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**3. Service Location and Equipment**

**a. Location**

All school health services will be provided in adequate health room or clinic facilities at school sites in accordance with State Requirements for Educational Facilities, the Florida School Health Administrative Guidelines, April 2007, Chapter 21, the county's approved School Health Services Plan, and in the Full Service School agreement with the CHD. Schools designated as Full Service Schools will be assigned District Area Unit (DAU) numbers identifying school locations. These schools will be listed in Attachment III.

**b. Equipment**

At a minimum, all public and participating non-public schools will meet the standards for equipment and supplies as specified in the Florida School Health Administrative Guidelines, April 2007, Chapter 21.

**c. Service Times**

Services will be provided in accordance with time frames identified in the School Health Services Plan and school year calendar. The provider is responsible for assuring that coded services are submitted monthly for entry into HMS, and accurately reflect services provided.

**d. Changes in Location**

The provider cannot change the school sites specified in Attachment III and in the School Health Services Plan for a Full Service School Program without the written prior approval of the contract manager in accord with the CHD, the School Health Program Office and an approved amendment to the School Health Services Plan.

**4. Deliverables**

**1. Reports**

The provider will complete and submit to the CHD required data and information to prepare the Biennial School Health Services Plan and the Annual School Health Services Report, in accordance with the following schedule:

- 1. Annual School Health Services Report (Due on September 30, 2011)

Any portion of the information in the plan and/or report must be updated when changes are necessary.

**2. Data Submission**

Aggregate data will be submitted monthly to the CHD in a format that can be used by CHD staff for entry into HMS. The data will be recorded in accordance with the October 2009 School Health Personal Health Coding Pamphlet and will be submitted within 15 days following the end of each month.

Check all services which apply:

- Basic School Health Services**

The provider will provide data to the CHD to be coded in HMS for all services provided using program component 34 for Basic School Health Services;

- Full Service School Health Services**

The provider will report data for HMS on the services provided by staff hired under funding for these programs. Such data will be identified by six-digit DAU numbers for each school and by using service codes available in the HMS.

**3. Documentation**

The provider will maintain the following documentation and information for monitoring and review:

- 1. Cumulative Health Records (DH Form 3041) for each student which contain:

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AND APPROVED:  
*KDF/mz 7/21/10*

- immunization certification records or exemptions (DH Form 680)
  - school entry health examination form (DH Form 3040)
  - documentation of screenings, results, referrals and outcomes of referrals
  - individual health care plans for chronic or complex health conditions
2. Daily Clinic Logs in all public and participating non-public schools
  3. Individual confidential student health records and individualized medication administration records, as maintained by physicians, psychologists or other recognized health professionals and paraprofessionals, used in connection with the provision of medical treatment on school grounds.
  4. Maintenance of health records of individual students must be maintained in accordance with s. 1002.22, F.S.

## 5. Performance Specifications

### a. Outcomes and Outputs

The performance of school health services under this contract will be measured by standards outlined in the School Health Services Plan for 2010 – 2012, data submission per the Annual School Health Services Report and performance measures as specified below:

At a minimum, the provider will meet the Department performance standard of providing, documenting, and aggregate reporting of vision and hearing screening to 95% or more of students in the following target grades as mandated in Chapter 64F-6.003, F.A. C.:

1. Vision screening – Students in kindergarten, 1<sup>st</sup>, 3<sup>rd</sup>, and 6<sup>th</sup> grades
2. Hearing screening – Students in kindergarten, 1<sup>st</sup>, and 6<sup>th</sup> grades

The provider will collect and submit data, in the required format to the CHD for completion of the Annual School Health Services Report.

The provider will deliver school health services as specified in the School Health Services Act, s. 381.0056, F.S., 381.0059, F.S., Chapter 64F-6.001 – 6.006, F.A.C., Full Service Schools as required by s. 402.3026, F.S., and the Florida School Health Administrative Guidelines, April 2007. These services include health screenings by specified grade levels; provisions for maintaining confidential health information in separate files under lock and key; documentation of screening referrals and outcome results; and methods for measuring progress towards meeting and achieving stated goals and objectives in the School Health Services Plan. The provider is required to develop protocols for the administrative and professional supervision of School Health Services personnel and Full Service School staff to assure that services are provided in accordance with statutory and regulatory requirements, the School Health Services Plan, Annual School Health Services Report, and this contract, as well as meet the professional standards of practice (ss. 464.001 – 464.027, F.S.).

The CHD will arrange with the provider a schedule for periodic on-site program reviews to ensure compliance in the areas of facilities, equipment, supplies, clinical procedures, service delivery, documentation, records maintenance, data collection and submission.

### b. Approved Health Core Standards For Fiscal Year 2010 – 2011

The Public Health Core Standards applicable to the provider and explanations or intent are listed below:

1. 100% of students will provide documentation certifying completion of a School Entry Health Examination in accordance with s.1003.22, F.S. and Chapter 6A-6.024, F.A.C. upon entry into a Florida public school for the first time.
2. 100% of students will have a completed paper or electronic Florida Certificate of Immunization (DOH 680) for appropriate immunizations for grade level within 30 days of entry into school except in cases with documented current medical or religious exemptions or homeless status. The Florida Certificate of Immunization (DOH 680) will be maintained in the student's Cumulative School Health Record (DH 3041) or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.
3. 100% of students (whose parents don't request exemption from specific screenings) in grades kindergarten, first, third, and sixth at a minimum will receive basic screening services for vision as will students entering Florida schools for the first time in grades kindergarten through fifth. The vision screening dates, results, and referral

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KDG/pr 7/21/10

outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.

4. 100% of students (whose parents don't request exemption from specific screenings) in grades kindergarten, first and sixth at a minimum will be provided hearing screening services, as will students entering Florida schools for the first time in grades kindergarten through fifth; and optionally to students in third grade. The hearing screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.
5. 100% of students (whose parents don't request exemption from specific screenings) in grades first, third, and sixth, at a minimum, will receive growth and development screening with BMI, and optionally students in ninth grade. The BMI screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.
6. 100% of students (whose parents don't request exemption from specific screenings) in sixth grade, at a minimum, shall be provided scoliosis screening services. The scoliosis screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.
7. 100% of pregnant students who become known to provider staff will be referred for prenatal care and Healthy Start Services.

*(Screening activities are described in Florida School Health Administrative Guidelines, April 2007, Section III, Chapter 3).*

**c. Monitoring and Evaluation Methodology**

By execution of this contract, the provider hereby acknowledges and agrees that its performance under this contract must meet the standards set forth in this contract and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the CHD, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the CHD affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, the CHD will terminate the contract with a 30 day written notice in the absence of any extenuating or mitigating circumstances at the exclusive determination of the CHD.

The CHD will be responsible for approving the provision of services outlined in the School Health Services Plan, including those services subcontracted to other providers. The CHD has the responsibility for monitoring services contracted to other agencies to ensure that they are provided in accordance with the contract. The CHD will carry out periodic program reviews for quality assurance using the Programmatic Monitoring Tool to confirm that services and documentation required in the School Health Plan are performed within acceptable professional standards.

**6. Funding Agency Responsibilities**

- a. The CHD will be responsible for approving the provision of services outlined in the School Health Services Plan, including those services subcontracted to other providers. The School Health Coordinator for the CHD is responsible for monitoring services contracted to other agencies to ensure that they are provided in accordance with the contract. The CHD School Health Coordinator also will carryout periodic program reviews for quality assurance using the Programmatic Monitoring Tool to confirm that services and documentation required in the School Health Plan are performed within acceptable professional standards.
- b. Where applicable, the CHD will review audit reports submitted by contracted providers using the Checklist for Reviewing Single Audit CPA Reports.
- c. The CHD School Health Coordinator is responsible for attaching a copy of this contract and any subcontracts, disclosing the exact amount of funds contracted in the 2010 – 2011 Annual School Health Services Report.
- d. The CHD School Health Coordinator is responsible for submitting a completed DOH Programmatic Monitoring Tool for all 2010 – 2011 contracts along with the Annual School Health Report that is due on September 30, 2011.
- e. The department shall hold back the sum of \$10,500.00 from the legislative allocation to fund the services of two (2) ARNPs 1 day per week for 4 hours each, at full service schools, Ridgewood High School, Pasco High School and Gulf High School, and to reimburse such ARNPs for transportation costs associated with providing such services. Such services shall be provided in accordance with ARNP protocols attached hereto and incorporated by reference herein.

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### C. METHOD OF PAYMENT

1. This is a fixed price (fixed fee) contract. The Department will pay the provider, upon satisfactory completion of both the service (s) and all terms and conditions specified in this contract, the amount of **\$135,225.25**, paid in nine equal (monthly, quarterly) amounts of **\$13,522.53**, and a tenth (10<sup>th</sup>) payment in the amount of **\$13,522.48**, subject to the availability of funds.
2. Invoice Requirements: In order to receive the (monthly, quarterly) payments, the provider will request payment on a (monthly, quarterly) basis through submission of a properly completed invoice (Attachment IV) within 10 days following the end of the (month, quarter) for which payment is being requested. A (monthly, quarterly) service report will accompany each invoice.
3. The Department will not honor any requests submitted after the time period specified in paragraph C.2 of this Attachment.
4. The Department may withhold payment under this contract if the Provider fails to submit required reports, perform any tasks or services, or meet deliverables per this contract. Any provision of this contract to the contrary notwithstanding, the Provider shall, within 40 days of termination or non-renewal of this contract repay to the Department funds provided by the Department to the Provider under this contract as follows: the Provider shall repay all funds paid to it by the Department that the Provider has misappropriated or not expended in accordance with the performance standards and specifications of this contract.
5. Funds provided under this contract will be used solely for the operation of Basic School Health Services and where applicable, Full Service School Health Services Programs

### D. SPECIAL PROVISIONS

#### 1. School Health Services Plan and Annual School Health Services Report

The provider will assist the CHD in preparation for the 2010 - 2011 Annual School Health Services Report. The approved document will be submitted by the CHD to the Department of Health, Family and Community Health/School Health Services Program Office.

#### 2. Youth Risk Behavior Survey

The provider agrees to participate every two years in the Youth Risk Behavior Survey (YRBS) from the Centers for Disease Control (CDC), if any of their schools are randomly selected for the survey.

#### 3. Coordination with Other Providers/Entities

The provider will coordinate with the CHD, LEA and the School Health Advisory Council in the development of the School Health Services Plan, the Annual School Health Services Report and any other Request for Program Design or grant that becomes available. The provider will coordinate with the CHD on any interagency agreements with community health and social service providers to comply with the plan for Full Service Schools.

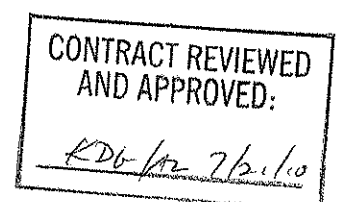
#### 4. Background Screening Requirements

Any person who provides services under a School Health Services Plan pursuant to s. 381.0056, F.S., must complete a level 2 background screening as provided in s. 381.0059, F.S. and Chapter 435, F.S. The person subject to the required background screening or his or her employer must pay the fees required to obtain the background screening.

#### 5. Contract Renewal:

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the department and shall be subject to the availability of funds.

END OF TEXT





## ATTACHMENT

### FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

#### A. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### audits

##### PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

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AND APPROVED:

KD6/az 7/21/10

- An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

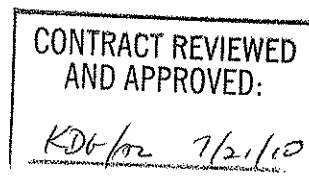
#### PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

- In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
- An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

#### PART III: REPORT SUBMISSION

- Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:



A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, Bin B01 (HAFACM)  
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, BIN B01 (HAFACM)  
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, BIN B01 (HAFACM)  
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

B. The Auditor General's Office at the following address:

Auditor General's Office  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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AND APPROVED:  
*KDB/az 7/21/0*

5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

**PART IV:**

**RECORD RETENTION**

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

**End of Text**

CONTRACT REVIEWED  
AND APPROVED:  
*KDG for 7/2/10*

EXHIBIT - 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
Federal Program 2 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL FEDERAL AWARDS \$ \_\_\_\_\_

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
State financial assistance subject to Sec. 215.97, F.S.: CSFA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$=====

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CONTRACT REVIEWED  
AND APPROVED:  
*KDG/mz 7/21/40*

EXHIBIT 2

**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

\_\_\_\_ Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

\_\_\_\_ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section \_\_.400 OMB Circular A-133 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- OMB Circular A-87 – Cost Principles\*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- OMB Circular A-122 – Cost Principles\*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:**

- OMB Circular A-21 – Cost Principles\*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**STATE FINANCIAL ASSISTANCE.** Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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AND APPROVED:  
*KDG/pr 7/21/10*

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. \* Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

CONTRACT REVIEWED  
AND APPROVED:  
*KDO/mz 7/2/10*

**INSTRUCTIONS FOR COMPLETING EXHIBITS 1& 2**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF:**

*NOTE: If the resources awarded to the subrecipient represent more than one Federal program, provide the same information shown above for each Federal program and show total Federal resources awarded.*

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title and number, and the amount of the Federal award).

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*Note: If the resources awarded to the subrecipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below:*

Federal Program 1:

*NOTE: Instead of listing the specific compliance requirements as shown below, the State agency may elect to use language that requires the subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the subrecipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of resources).*

Federal Program 2:

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Program 1.*

#####

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Matching Resources for Federal Programs:

*Note: If the resources to the subrecipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.*

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title, number and matching amount)

State Financial Assistance Subject to Section 215.97, Florida Statutes:

*Note: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total State financial assistance awarded that is subject to Section 215.97, Florida Statutes..*

<p><b>CONTRACT REVIEWED AND APPROVED:</b> RDA/AL 7/21/10</p>
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State Project (List State awarding agency, Catalog of State Financial Assistance title, number and amount of state financial assistance).

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Health for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

**NOTE:** Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient/subrecipient.

#####

**AUDIT RELATIONSHIP DETERMINATION:**

For Federal awards or state matching funds on Federal awards, complete the Federal Subrecipient and Vendor Determination Checklist to determine whether the provider is a subrecipient or vendor/exempt entity.

For State resources (other than state matching funds on Federal awards), complete the Florida Single Audit Act Checklist For Non-State Organizations – Recipient/Subrecipient Vs. Vendor Determination to determine whether the provider is a recipient or vendor/exempt entity.

**NOTE:** If provider has been determined to be a vendor/exempt entity, do not complete any of the information in Section 1 or 2 of Exhibit 1. However, you must complete Exhibit 2.

CONTRACT REVIEWED  
AND APPROVED:  
KDG/mz 2/21/10

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Attachment III

**2007-2008 Annual School Health Services Report**

CONTRACT REVIEWED  
AND APPROVED:  
*KDT/m 7/2/10*

**2008-2009 Annual School Health Services Report**

CONTRACT REVIEWED  
AND APPROVED:  
*KD/for 7/2/10*

**Sample Invoice**

Date

Family Health Services  
Pasco County Health Department  
10841 Little Road  
New Port Richey, Florida 34654

Attn: Constance A. Brooks, Contract Manager

Re: PC1B3 Full Service School Contract

Dear Ms. Brooks:

We \_\_\_are/\_\_\_ are not (see attached explanation) in compliance with the staffing requirements determined by the School Health Services Staffing/Budget Plan in effect at this date. Attached for your review is the monthly services report for the preceding month. Please remit the amount of \$\_\_\_\_\_ for services rendered on behalf of the School Health Services Contract #PC1B3 or the \_\_\_\_\_ installment of the contract.

Please contact me directly if you require any further information or documentation regarding the services provided.

Sincerely,

Lisa Kern  
Director of Student Services (School Health)

/cab  
Enclosure: Services Report  
cc: Fiscal Department

CONTRACT REVIEWED AND APPROVED: <i>KDB/m 2/21/08</i>
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**STATE OF FLORIDA DEPARTMENT OF HEALTH**

**CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility District School Board of Pasco County	County Pasco
Address 7227 Land O'Lakes Blvd.	Completed By Lisa Kern
City, State, Zip Code Land O'Lakes, FL 34638	Date 7/13/10 Telephone 813-794-2360

**Part I**

1. Briefly describe the geographic area served by the program/facility and the type of service provides:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
66,392	69	5	17	9	47		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
10,184	90	3	6	1	77	1	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
66,392	69	5	17	9	47	21	0

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
5	100	0	0	0	60	0	

Part II. Use a separate sheet of paper for any explanations requiring more space.

NA YES NO

6. Is an Assurance of Compliance on file with DOH? If NA or NO explain.

7. Compare staff Composition to the population. Is staff representative of the population? NA YES  
 NO     
 If NA or NO, explain.

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain. NA YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain. NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain. NA YES

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*KDG/mz 7/21/10*

PART II.

NA YES

NO

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

13. Are employees, applicants and participants informed of their protection against discrimination?

NA YES

NO

If YES, how? Verbal  Written  Poster  If NA or NO, explain.

14. Is the program/facility physically accessible to mobility, hearing and sight-impaired individuals?

NA YES

NO

If NA or NO, explain.

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

16. Is there an established grievance procedure that incorporates due process into the resolution of complaints? If NO, explain.

YES NO

17. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

19. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE. YES NO

20. Do you have a written affirmative action plan? If NO, explain.

Equity plan is filed with the state which includes initiatives for monthly hiring.

CONTRACT REVIEWED AND APPROVED:

*RDL/m 2/21/10*

DOH USE ONLY

Reviewed By  
Program Office

In Compliance: YES  NO   
Date Notice of Corrective Action Sent

Date	Telephone	Date Response Due
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Date Response Received

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a county, city or other locality. If the program or facility serves a specific target population such as adolescents, describe the target population. Also define the type of service provided such as inpatient health care, refugee assistance, child day care, etc.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the Census containing Florida population statistics. Include the source of your population statistics. (Other races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disabled. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45CFR80. This is usually a standard part of the contract language for DOH recipients and their sub-grantees.
7. Are the race, sex and national origin composition of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff? Although some variance is acceptable, the relative absence of a particular group on staff may tend to exclude full participation of that group in the program/facility. Significant variances must be explained.
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation and also through on-site record analysis of persons who applied but were denied services or employment.
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients.
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability.
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services.
13. Programs/facilities must make information available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
14. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom

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AND APPROVED:**  
*KDC/mj*  
 7/21/10

facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

Accessibility must meet or be equivalent to the standards set by the Americans with Disabilities Act. If the program or facility is not accessible to disabled persons, there must be an equally effective program available in the area where services can be obtained. Alternative service providers must be listed if the program is not accessible.

15. A self-evaluation to identify any accessibility barriers is required. The self-evaluation is a four step process:
  - Evaluate current practices and policies to identify any practices or policies that do not comply with Section 504 of the Rehabilitation Act or the Americans with Disabilities Act.
  - Modify policies and practices that do not meet requirements.
  - Take remedial steps to eliminate any discrimination that has been identified.
  - Maintain a self-evaluation on file.
16. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited.
17. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Section 504 and the ADA.
18. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication.
19. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services.
20. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program.

CONTRACT REVIEWED  
AND APPROVED:  
*KDI/ar 7/2/10*



received  
7/15/10

CFDA No.  
CSFA No. 916.550

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT

Client  Non-Client  
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and DISTRICT SCHOOL BOARD OF PASCO COUNTY 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  
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.
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 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.
  - c. 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 N/A. 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 the Certification Regarding Lobbying form must be completed and returned to the contract manager.
  - d. 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.
  - e. 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.
  - f. 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).
- 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 II 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.

CONTRACT REVIEWED  
AND APPROVED:  
*KDY/az 7/21/10*

8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, 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.  
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.

#### 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, DOH Accounting Procedures Manual.

#### M. Purchasing

- 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.
- 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.
- 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.).
- 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

- 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.
- 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.

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than 30 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 anyway 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.

**V. 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.

<p><b>CONTRACT REVIEWED AND APPROVED:</b></p> <p><i>KDC/m 7/21/10</i></p>	<p>Contract # PC1B2</p>
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**W. 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 113,412.90 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 08/01/2010 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on 06/30/2011.

**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

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.

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AND APPROVED:

*KDG/m 7/21/10*

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**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:

District School Board of Pasco County  
7227 US Highway 41  
Land O'Lakes, FL 34638

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

Monica Makhholm  
10841 Little Road, Bldg. B  
New Port Richey, FL 34654  
(727) 861-5250, Ext. 180

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

Lisa Kern  
District School Board of Pasco County  
7227 US Highway 41  
Land O'Lakes, FL 34638

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

Heather Fiorentino, Superintendent  
7227 U.S. 41  
Land O'Lakes, FL 34638  
(727) 774-2000

5. Upon change of representatives (names, addresses, 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, Attachments I, II, III, and IV, 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:

SIGNATURE:

PRINT/TYPE NAME: **HEATHER FIORENTINO**

TITLE: **SUPERINTENDENT**

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME: **DAVID R. JOHNSON, MD, MS, MHA**

TITLE: **DIRECTOR, COUNTY HEALTH OFFICER**

DATE:

*7-13-2010*

CONTRACT REVIEWED AND APPROVED:

*KDG/mz*  
*7/21/10*

**SCHOOL HEALTH SERVICES  
PROGRAM SPECIFIC  
MODEL ATTACHMENT I**

**Performance Based Contract**

**A. SERVICES TO BE PROVIDED**

**1. Definition of Terms**

**a. Contract Terms**

<b>Fiscal Year</b>	July 1, 2010 to June 30, 2011
<b>Funding Agency</b>	Pasco County Health Department (CHD)
<b>The Provider</b>	<input checked="" type="checkbox"/> Local Education Agency (LEA)
	<input type="checkbox"/> Other: _____

**b. Program or Service Specific Terms**

**Basic School Health Program:** The program provides health services to clients as identified in s. 381.0056(5)(a)(1-18), F.S., and Chapter 64F-6.001-6.006, F.A. C. These health services include but are not limited to: screening of vision, hearing, growth and development (utilizing Body Mass Index [BMI] percentile for age and gender), and scoliosis, health appraisals, referral and follow-up, maintenance of health records, meeting emergency health needs, nursing assessments, health counseling, medication assistance, and a preventive dental program.

**Full Service Schools (Interagency Cooperation) Projects:** A program that provides all basic school health services, as well as serves a student population that has a high risk of needing medical and social services, such as, nutrition 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, as required by s. 402.3026, F.S.

**Clients:** Students enrolled in Florida public and participating non-public schools. Services may be extended to serve high-risk student populations and their families on school district property.

**School Health Services Plan:** A document that describes the services to be provided, the responsibility for provision of the services, the anticipated expenditures to provide the services, and evidence of cooperative planning by local school districts and county health departments, as required by s. 381.0056(3)(e), F.S. The plan operates on a two year cycle and for the purpose of this contract, the plan covers years 2010 – 2012.

**Annual School Health Services Report:** An annual report submitted to the funding agency each year that reflects services, staffing and expenditures. For the purpose of this contract, the report will cover the period from July 1, 2010 through June 30, 2011.

**Health Management System (HMS):** Department of Health data system into which documented school health services are entered by service codes. This data is used to provide a full accounting of school health services provided.

**General Description**

**c. General Statement:** (Check services which apply to this contract).

Note: All programs and contracted staff must also provide Basic School Health Services as mandated in s. 381.0056, F.S.

**Basic School Health Services:** General school health services which are available to all students in Florida's public and participating non-public schools in all 67 school districts.

**Full Service Schools:** Includes Basic School Health Services and additional specialized services that integrate education, medical, social and/or human services to meet the needs of the high risk student population and their families on school district property as required by s. 402.3026, F.S., incorporated by reference.

**d. Authority**

**CONTRACT REVIEWED  
AND APPROVED:**  
*KDG/m 7/21/10*

The provider will deliver school health services required by this contract in compliance with sections 381.0056, 381.0059, and 402.3026, F.S., and with Chapter 64F-6, F.A.C.

e. **Scope of Services** (Check services which apply to this contract).

**Basic School Health Services (s. 381.0056, F.S.)**

The provider will deliver Basic School Health Services which, at a minimum include: screening of vision, hearing, growth and development (utilizing BMI percentile for age and gender), and scoliosis; health appraisals, referral and follow-up, maintenance of health records, meeting emergency health needs, nursing assessments, health counseling, medication assistance, and a preventive dental program.

**Full Service School Health Services (s. 402.3026, F.S.)**

In Full Service Schools, there shall be provision of health services for prevention, treatment, and support services for students and families that need medical and social services in order to succeed, in accordance with the approved School Health Services Plan.

f. **Major Program Goals:** (Check the services which apply to this contract).

**Basic School Health Services**

Basic School Health Services are carried out to appraise, protect, and promote the health of students. The provider will meet the requirements of s. 381.0056, F.S., The School Health Services Act, and Chapter 64F-6, F.A.C.

**Full Service School Projects**

Full Service Schools provide Basic School Health Services and integrated educational, medical, social, and human services that are beneficial to meeting the needs of high risk students and their families on school district property, as required by s. 402.3026, F.S.

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AND APPROVED:

KDg/mz 7/21/00



**2. Clients To Be Served**

**a. General Description:** (Check services which apply to this contract).

**Basic School Health Services**

The provider will deliver Basic School Health Services as defined in s. 381.0056, F.S., to serve students in public schools and participating non-public schools.

**Full Service School Health Services**

The provider will collaborate with volunteer partners to provide Basic School Health Services and set common goals to serve students from schools that have a student population with a high risk of failure due to unmet medical and social services needs, as required by s. 402.3026, F.S.

**b. Client Eligibility:** (Check services which apply to this contract)

**Basic School Health Services**

These services will be available to all students enrolled in public and participating non-public schools based upon the availability of funds and in accordance with the School Health Services Plan.

**Full Service School Health Services**

County designated Full Service Schools will serve student populations with a high risk of needing medical and social services and will be located in facilities established within the grounds of the school.

**c. Client Determination**

The provider, at the beginning of each school year will inform parents or guardians in writing, about general and specific school health services that students will receive. Students will be exempted from any health service(s), if the parent or guardian requests the exemption in writing.

**d. Contract Limits**

The provider will deliver services to students whose parents or legal guardians did not submit a written request for exemption.

**B. MANNER OF SERVICE PROVISION**

**1. Service Tasks**

**a. Task List**

1. The provider will make available school health services to all students in school locations listed in Attachment III. These services include, but are not limited to screenings, health appraisals, health counseling, health education, medication assistance, conducting record reviews, and documenting services, referrals, and outcomes. In addition, the CHD and LEA will specify, in the School Health Services Plan, other tasks and services the provider must deliver.
2. In each Full Service School, the provider will deliver services appropriate to its high-risk population, in accordance with s. 402.3026, F.S. Such services shall include, without limitation, 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.

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*RDK/AZ 7/21/00*

**b. Task Limits**

The limits of Basic and Full Service School Health Services are as provided in:

1. The School Health Services Act, s. 381.0056, F.S., s. 381.0059, F.S., and Full Service Schools, s. 402.3026, F.S.
2. Chapter 64F-6, F.A.C.
3. School Health Services Plan
4. Department of Health Schedule C Funds, as appropriated for the School Health Program.
5. The Florida School Health Administrative Guidelines, April 2007, all of which are hereby incorporated by reference and any subsequent revisions made during the contract period.

**2. Staffing Requirements**

The staffing configuration for Basic School Health Services and Full Service Schools will be documented in the Annual School Health Services Report, based on funds appropriated and the number of staff required to provide services in compliance with s. 381.0056, F.S. and s. 402.3026, F.S.

**a. Professional Qualifications**

**School Nurse** – A registered professional nurse licensed under Chapter 464, F.S.

**Licensed Practical Nurse (L.P.N.)** - Can perform selected acts under the direction of a registered nurse or other licensed health care provider and make responsible and accountable decisions based upon educational preparation and scope of practice in accordance to the Florida Nurse Practice Act (Chapter 464, F.S.).

**School Health Aide** – A minimum of a high school diploma or General Equivalence Diploma (GED), current certification in First Aid and Cardiopulmonary Resuscitation (CPR), and other health support staff training deemed necessary to provide essential health services. These trainings shall be obtained prior to and during employment.

**School Health Social Worker** – A minimum of a bachelor's degree in social work and other staff qualifications to be determined according to the project design.

**b. Staffing Changes**

Changes in staffing patterns will take place only after the provider has submitted an advanced 30 day written notice for review to the contract manager and these changes have been approved in accord with the CHD.

**c. Subcontractors**

Subcontracting will only take place when the provider does not have the capacity to fulfill service requirements as specified in the School Health Services Plan, or in the mutual agreements for Full Service School Programs. All subcontracts must be reviewed and approved by the CHD Administrator and in accordance with Contract Management System Update #05-2 (Subcontracting Approval Procedures).

CONTRACT REVIEWED  
AND APPROVED:

*KDE/m 7/2/10*

### 3. Service Location and Equipment

#### a. Location

All school health services will be provided in adequate health room or clinic facilities at school sites in accordance with State Requirements for Educational Facilities, the Florida School Health Administrative Guidelines, April 2007, Chapter 21, the county's approved School Health Services Plan, and in the Full Service School agreement with the CHD. Schools designated as Full Service Schools will be assigned District Area Unit (DAU) numbers identifying school locations. These schools will be listed in Attachment III.

#### b. Equipment

At a minimum, all public and participating non-public schools will meet the standards for equipment and supplies as specified in the Florida School Health Administrative Guidelines, April 2007, Chapter 21.

#### c. Service Times

Services will be provided in accordance with time frames identified in the School Health Services Plan and school year calendar. The provider is responsible for assuring that coded services are submitted monthly for entry into HMS, and accurately reflect services provided.

#### d. Changes in Location

The provider cannot change the school sites specified in Attachment III and in the School Health Services Plan for a Full Service School Program without the written prior approval of the contract manager in accord with the CHD, the School Health Program Office and an approved amendment to the School Health Services Plan.

### 4. Deliverables

#### 1. Reports

The provider will complete and submit to the CHD required data and information to prepare the Biennial School Health Services Plan and the Annual School Health Services Report, in accordance with the following schedule:

1. Annual School Health Services Report (Due on September 30, 2011)

Any portion of the information in the plan and/or report must be updated when changes are necessary.

#### 2. Data Submission

Aggregate data will be submitted monthly to the CHD in a format that can be used by CHD staff for entry into HMS. The data will be recorded in accordance with the October 2009 School Health Personal Health Coding Pamphlet and will be submitted within 15 days following the end of each month.

Check all services which apply:

**Basic School Health Services**

The provider will provide data to the CHD to be coded in HMS for all services provided using program component 34 for Basic School Health Services;

**Full Service School Health Services**

The provider will report data for HMS on the services provided by staff hired under funding for these programs. Such data will be identified by six-digit DAU numbers for each school and by using service codes available in the HMS.

#### 3. Documentation

The provider will maintain the following documentation and information for monitoring and review:

1. Cumulative Health Records (DH Form 3041) for each student which contain:

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- immunization certification records or exemptions (DH Form 680)
  - school entry health examination form (DH Form 3040)
  - documentation of screenings, results, referrals and outcomes of referrals
  - individual health care plans for chronic or complex health conditions
2. Daily Clinic Logs in all public and participating non-public schools
  3. Individual confidential student health records and individualized medication administration records, as maintained by physicians, psychologists or other recognized health professionals and paraprofessionals, used in connection with the provision of medical treatment on school grounds.
  4. Maintenance of health records of individual students must be maintained in accordance with s. 1002.22, F.S.

**5. Performance Specifications**

**a. Outcomes and Outputs**

The performance of school health services under this contract will be measured by standards outlined in the School Health Services Plan for 2010 – 2012, data submission per the Annual School Health Services Report and performance measures as specified below:

At a minimum, the provider will meet the Department performance standard of providing, documenting, and aggregate reporting of vision and hearing screening to 95% or more of students in the following target grades as mandated in Chapter 64F-6.003, F.A. C.:

1. Vision screening – Students in kindergarten, 1<sup>st</sup>, 3<sup>rd</sup>, and 6<sup>th</sup> grades
2. Hearing screening – Students in kindergarten, 1<sup>st</sup>, and 6<sup>th</sup> grades

The provider will collect and submit data, in the required format to the CHD for completion of the Annual School Health Services Report.

The provider will deliver school health services as specified in the School Health Services Act, s. 381.0056, F.S., 381.0059, F.S., Chapter 64F-6.001 – 6.006, F.A.C., Full Service Schools as required by s. 402.3026, F.S., and the Florida School Health Administrative Guidelines, April 2007. These services include health screenings by specified grade levels; provisions for maintaining confidential health information in separate files under lock and key; documentation of screening referrals and outcome results; and methods for measuring progress towards meeting and achieving stated goals and objectives in the School Health Services Plan. The provider is required to develop protocols for the administrative and professional supervision of School Health Services personnel and Full Service School staff to assure that services are provided in accordance with statutory and regulatory requirements, the School Health Services Plan, Annual School Health Services Report, and this contract, as well as meet the professional standards of practice (ss. 464.001 – 464.027, F.S.).

The CHD will arrange with the provider a schedule for periodic on-site program reviews to ensure compliance in the areas of facilities, equipment, supplies, clinical procedures, service delivery, documentation, records maintenance, data collection and submission.

**b. Approved Health Core Standards For Fiscal Year 2010 – 2011**

The Public Health Core Standards applicable to the provider and explanations or intent are listed below:

1. 100% of students will provide documentation certifying completion of a School Entry Health Examination in accordance with s.1003.22, F.S. and Chapter 6A-6.024, F.A.C. upon entry into a Florida public school for the first time.
2. 100% of students will have a completed paper or electronic Florida Certificate of Immunization (DOH 680) for appropriate immunizations for grade level within 30 days of entry into school except in cases with documented current medical or religious exemptions or homeless status. The Florida Certificate of Immunization (DOH 680) will be maintained in the student's Cumulative School Health Record (DH 3041) or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.
3. 100% of students (whose parents don't request exemption from specific screenings) in grades kindergarten, first, third, and sixth at a minimum will receive basic screening services for vision as will students entering Florida schools for the first time in grades kindergarten through fifth. The vision screening dates, results, and referral

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outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.

4. 100% of students (whose parents don't request exemption from specific screenings) in grades kindergarten, first and sixth at a minimum will be provided hearing screening services, as will students entering Florida schools for the first time in grades kindergarten through fifth; and optionally to students in third grade. The hearing screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.
5. 100% of students (whose parents don't request exemption from specific screenings) in grades first, third, and sixth, at a minimum, will receive growth and development screening with BMI, and optionally students in ninth grade. The BMI screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.
6. 100% of students (whose parents don't request exemption from specific screenings) in sixth grade, at a minimum, shall be provided scoliosis screening services. The scoliosis screening dates, results, and referral outcomes will be documented on or in the student's Cumulative School Health Record or alternative location (electronic or other) that will be noted on the cover of the student's Cumulative School Health Record.
7. 100% of pregnant students who become known to provider staff will be referred for prenatal care and Healthy Start Services.

*(Screening activities are described in Florida School Health Administrative Guidelines, April 2007, Section III, Chapter 3).*

**c. Monitoring and Evaluation Methodology**

By execution of this contract, the provider hereby acknowledges and agrees that its performance under this contract must meet the standards set forth in this contract and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the CHD, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the CHD affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, the CHD will terminate the contract with a 30 day written notice in the absence of any extenuating or mitigating circumstances at the exclusive determination of the CHD.

The CHD will be responsible for approving the provision of services outlined in the School Health Services Plan, including those services subcontracted to other providers. The CHD has the responsibility for monitoring services contracted to other agencies to ensure that they are provided in accordance with the contract. The CHD will carry out periodic program reviews for quality assurance using the Programmatic Monitoring Tool to confirm that services and documentation required in the School Health Plan are performed within acceptable professional standards.

**6. Funding Agency Responsibilities**

- a. The CHD will be responsible for approving the provision of services outlined in the School Health Services Plan, including those services subcontracted to other providers. The School Health Coordinator for the CHD is responsible for monitoring services contracted to other agencies to ensure that they are provided in accordance with the contract. The CHD School Health Coordinator also will carryout periodic program reviews for quality assurance using the Programmatic Monitoring Tool to confirm that services and documentation required in the School Health Plan are performed within acceptable professional standards.
- b. Where applicable, the CHD will review audit reports submitted by contracted providers using the Checklist for Reviewing Single Audit CPA Reports.
- c. The CHD School Health Coordinator is responsible for attaching a copy of this contract and any subcontracts, disclosing the exact amount of funds contracted in the 2010 – 2011 Annual School Health Services Report.
- d. The CHD School Health Coordinator is responsible for submitting a completed DOH Programmatic Monitoring Tool for all 2010 – 2011 contracts along with the Annual School Health Report that is due on September 30, 2011.

**C. METHOD OF PAYMENT**

1. This is a fixed price (fixed fee) contract. The Department will pay the provider, upon satisfactory completion of both the service (s) and all terms and conditions specified in this contract, the amount of \$113,412.90, paid in equal (monthly, quarterly) amounts of \$11,341.29, subject to the availability of funds.

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2. Invoice Requirements: In order to receive the (monthly, quarterly) payments, the provider will request payment on a (monthly, quarterly) basis through submission of a properly completed invoice (Attachment IV) within 10 days following the end of the (month, quarter) for which payment is being requested. A (monthly, quarterly) service report will accompany each invoice.
3. The Department will not honor any requests submitted after the time period specified in paragraph C.2 of this Attachment.
4. The Department may withhold payment under this contract if the Provider fails to submit required reports, perform any tasks or services, or meet deliverables per this contract. Any provision of this contract to the contrary notwithstanding, the Provider shall, within 40 days of termination or non-renewal of this contract repay to the Department funds provided by the Department to the Provider under this contract as follows: the Provider shall repay all funds paid to it by the Department that the Provider has misappropriated or not expended in accordance with the performance standards and specifications of this contract.
5. Funds provided under this contract will be used solely for the operation of Basic School Health Services and where applicable, Full Service School Health Services Programs

**D. SPECIAL PROVISIONS**

**1. School Health Services Plan and Annual School Health Services Report**

The provider will assist the CHD in preparation for the 2010 - 2011 Annual School Health Services Report. The approved document will be submitted by the CHD to the Department of Health, Family and Community Health/School Health Services Program Office.

**2. Youth Risk Behavior Survey**

The provider agrees to participate every two years in the Youth Risk Behavior Survey (YRBS) from the Centers for Disease Control (CDC), if any of their schools are randomly selected for the survey.

**3. Coordination with Other Providers/Entities**

The provider will coordinate with the CHD, LEA and the School Health Advisory Council in the development of the School Health Services Plan, the Annual School Health Services Report and any other Request for Program Design or grant that becomes available. The provider will coordinate with the CHD on any interagency agreements with community health and social service providers to comply with the plan for Full Service Schools.

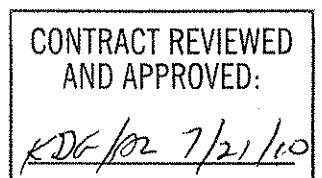
**4. Background Screening Requirements**

Any person who provides services under a School Health Services Plan pursuant to s. 381.0056, F.S., must complete a level 2 background screening as provided in s. 381.0059, F.S. and Chapter 435, F.S. The person subject to the required background screening or his or her employer must pay the fees required to obtain the background screening.

**5. Contract Renewal:**

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the department and shall be subject to the availability of funds.

**END OF TEXT**



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**ATTACHMENT**

**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

**A. MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

audits

**PART I: FEDERALLY FUNDED**

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

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4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

#### PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

#### PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

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A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, Bin B01 (HAFACM)  
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, BIN B01 (HAFACM)  
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, BIN B01 (HAFACM)  
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

B. The Auditor General's Office at the following address:

Auditor General's Office  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

**PART IV:**

**RECORD RETENTION**

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

**End of Text**

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EXHIBIT - 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
Federal Program 2 \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL FEDERAL AWARDS \$ \_\_\_\_\_

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) \_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
State financial assistance subject to Sec. 215.97, F.S.: CSFA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$ \_\_\_\_\_

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

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**EXHIBIT 2**

**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

\_\_\_\_\_ Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

\_\_\_\_\_ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section \_ .400 OMB Circular A-133 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- OMB Circular A-87 – Cost Principles\*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- OMB Circular A-122 – Cost Principles\*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

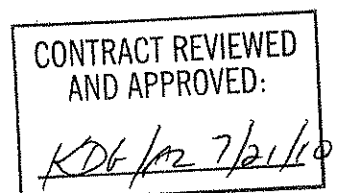
**EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:**

- OMB Circular A-21 – Cost Principles\*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**STATE FINANCIAL ASSISTANCE.** Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations



Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. \* Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

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**INSTRUCTIONS FOR COMPLETING EXHIBITS 1& 2**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF:**

*NOTE: If the resources awarded to the subrecipient represent more than one Federal program, provide the same information shown above for each Federal program and show total Federal resources awarded.*

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title and number, and the amount of the Federal award).

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*Note: If the resources awarded to the subrecipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below:*

Federal Program 1:

*NOTE: Instead of listing the specific compliance requirements as shown below, the State agency may elect to use language that requires the subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the subrecipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of resources).

Federal Program 2:

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Program 1.*

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**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Matching Resources for Federal Programs:

*Note: If the resources to the subrecipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.*

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title, number and matching amount)

State Financial Assistance Subject to Section 215.97, Florida Statutes:

*Note: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total State financial assistance awarded that is subject to Section 215.97, Florida Statutes..*

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KDL/mz 7/21/0

State Project (List State awarding agency, Catalog of State Financial Assistance title, number and amount of state financial assistance).

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Health for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

**NOTE:** Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient/subrecipient.

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**AUDIT RELATIONSHIP DETERMINATION:**

For Federal awards or state matching funds on Federal awards, complete the Federal Subrecipient and Vendor Determination Checklist to determine whether the provider is a subrecipient or vendor/exempt entity.

For State resources (other than state matching funds on Federal awards), complete the Florida Single Audit Act Checklist For Non-State Organizations – Recipient/Subrecipient Vs. Vendor Determination to determine whether the provider is a recipient or vendor/exempt entity.

**NOTE:** If provider has been determined to be a vendor/exempt entity, do not complete any of the information in Section 1 or 2 of Exhibit 1. However, you must complete Exhibit 2.

CONTRACT REVIEWED  
AND APPROVED:  
*KDE/12 7/21/10*



**2008-2009 Annual School Health Services Report**

CONTRACT REVIEWED  
AND APPROVED:

*KDG/12 7/2/10*

Attachment IV

**Sample Invoice**

Date

Family Health Services  
Pasco County Health Department  
10841 Little Road  
New Port Richey, Florida 34654

Attn: Constance A. Brooks, Contract Manager

Re: PC1B2 Basic Service School Contract

Dear Ms. Brooks:

We \_\_\_are/\_\_\_ are not (see attached explanation) in compliance with the staffing requirements determined by the School Health Services Staffing/Budget Plan in effect at this date. Attached for your review is the monthly services report for the preceding month. Please remit the amount of \$\_\_\_\_\_ for services rendered on behalf of the School Health Services Contract #PC1B2 or the \_\_\_\_\_ installment of the contract.

Please contact me directly if you require any further information or documentation regarding the services provided.

Sincerely,

Lisa Kern  
Director of Student Services (School Health)

/cab  
Enclosure: Services Report  
cc: Fiscal Department

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**STATE OF FLORIDA DEPARTMENT OF HEALTH**

**CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility District School Board of Pasco County	County Pasco
Address 7227 Land O'Lakes Blvd.	Completed By Lisa Kern
City, State, Zip Code Land O'Lakes, FL 34638	Date 7/13/10 Telephone 813-794-2360

**Part I**

1. Briefly describe the geographic area served by the program/facility and the type of service provides:

2. POPULATION OF AREA SERVED. Source of data:

Total # 66,392	% White 69	% Black 5	% Hispanic 17	% Other 9	% Female 47		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total # 10,184	% White 90	% Black 3	% Hispanic 6	% Other 1	% Female 77	% Disabled 1	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total # 66,392	% White 69	% Black 5	% Hispanic 17	% Other 9	% Female 47	% Disabled 21	% Over 40 0
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total # 5	% White 100	% Black 0	% Hispanic 0	% Other 0	% Female 60	% Disabled 0	
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Part II. Use a separate sheet of paper for any explanations requiring more space.

NA YES NO

6. Is an Assurance of Compliance on file with DOH? If NA or NO explain.

7. Compare staff Composition to the population. Is staff representative of the population?

NA YES

NO  
If NA or NO, explain.

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain.

NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES

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PART II.

NA YES

NO

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

13. Are employees, applicants and participants informed of their protection against discrimination?

NA YES

NO

If YES, how? Verbal  Written  Poster  If NA or NO, explain.

14. Is the program/facility physically accessible to mobility, hearing and sight-impaired individuals?

NA YES

NO

If NA or NO, explain.

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

16. Is there an established grievance procedure that incorporates due process into the resolution of complaints? If NO, explain.

YES NO

17. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

18. Do recruitment and notification materials advise applicants, employees and participates of nondiscrimination on the basis of disability? If NO, explain.

YES NO

19. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE. YES NO

20. Do you have a written affirmative action plan? If NO, explain.

Equity plan is filed with the state which includes initiatives for monthly hiring.

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DOH USE ONLY

Reviewed By	In Compliance: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Program Office	Date Notice of Corrective Action Sent

Date	Telephone	Date Response Due
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Date Response Received

**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a county, city or other locality. If the program or facility serves a specific target population such as adolescents, describe the target population. Also define the type of service provided such as inpatient health care, refugee assistance, child day care, etc.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the Census containing Florida population statistics. Include the source of your population statistics. (Other races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disabled. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45CFR80. This is usually a standard part of the contract language for DOH recipients and their sub-grantees.
7. Are the race, sex and national origin composition of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff? Although some variance is acceptable, the relative absence of a particular group on staff may tend to exclude full participation of that group in the program/facility. Significant variances must be explained.
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation and also through on-site record analysis of persons who applied but were denied services or employment.
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients.
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability.
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services.
13. Programs/facilities must make information available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Health or the United States Department of Health and Human Services. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
14. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom

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facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

Accessibility must meet or be equivalent to the standards set by the Americans with Disabilities Act. If the program or facility is not accessible to disabled persons, there must be an equally effective program available in the area where services can be obtained. Alternative service providers must be listed if the program is not accessible.

15. A self-evaluation to identify any accessibility barriers is required. The self-evaluation is a four step process:
  - Evaluate current practices and policies to identify any practices or policies that do not comply with Section 504 of the Rehabilitation Act or the Americans with Disabilities Act.
  - Modify policies and practices that do not meet requirements.
  - Take remedial steps to eliminate any discrimination that has been identified.
  - Maintain a self-evaluation on file.
16. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited.
17. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with the requirements of Section 504 and the ADA.
18. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication.
19. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services.
20. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program.

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