

June 30, 2004

Mercedes Toural, Chief Education Officer
and Deputy Superintendent of Schools

SUBJECT: REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO ENTER INTO A CONTRACTUAL AGREEMENT WITH MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR THE CONTINUATION OF FULL SERVICE SCHOOLS IN MIAMI-DADE COUNTY PUBLIC SCHOOLS

COMMITTEE: EDUCATION AND SCHOOL OPERATIONS

The 2004 Florida Legislature appropriated \$1,086,205 to the Miami-Dade County Health Department as the fiscal agent for Full Service Schools. The Full Service Schools initiative has been a collaborative project between Miami-Dade County Public Schools (M-DCPS) and the Miami-Dade County Health Department (M-DCHD) for thirteen years. M-DCHD has served as the fiscal agent since 1998. Funds in the amount of \$800,000 have been appropriated to M-DCPS to maintain Full Service Schools at 21 school sites, effective August 12, 2004 through June 10, 2005.

This funding will be used to preserve professional and paraprofessional staff at district, elementary, middle, and senior high school sites in order to serve students and families. Additionally, the staff will fulfill the criteria established by the Miami-Dade County Health Department to sustain the initiative.

The Executive Administrator for Miami-Dade County Health Department is Ms. Lillian Rivera.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1. enter into a contractual agreement with Miami-Dade County Health Department to utilize funds appropriated by the state to that a agency for the continuation of Full Service Schools in Miami-Dade County Public Schools, effective August 12, 2004 through June 10, 2005; and
2. direct Financial Affairs to establish revenues and appropriations in the amount of \$800,000; such appropriations to be reported periodically to the Board.

RKF/FCS:pra

B-10

1/1/04

CFDA No. _____
CSFA No. _____

Client ☐ Non-Client ☐
Multi-County ☐

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and
School Board of Miami-Dade County, Florida 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 III. 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. 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 IV 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.

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. 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 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 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 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

1. PRIDE

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, (850) 487-3774.

2. Procurement of Materials with Recycled Content

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

3. MyFloridaMarketPlace Vendor Registration

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

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.

3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in 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 45 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.

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 \$ 800,000 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) 410-9724 or (800) 848-3792, the State of Florida Chief Financial Officer's Hotline.

1/1/04

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on August 12, 2004 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on June 10, 2005

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.

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:

School Board of Miami-Dade County, Florida

1500 Biscayne Blvd., Suite 216

Miami, Florida 33132

305.995.7626

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

Phyllis Azzarito

School Board of Miami-Dade County, Florida

1500 Biscayne Blvd, Suite 216

Miami, Florida 33132

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

Owen H. Aljoe

8175 NW 12th Street, Suite 318

Miami, Florida 33126

786.845.0221

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

F. Craig Ivrygeon

1500 Biscayne Blvd, Suite 216

Miami, Florida 33132

305.995.7349

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, Attachment I, II, III, IV, Exhibit-1, A and B 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 23 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER School Board of Miami-Dade County, Florida

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNED BY: _____

SIGNED BY: _____

NAME: RUDOLPH F. CREW, Ed.D.

NAME: LILLIAN RIVERA, RN, MSN

TITLE: SUPERINTENDENT OF SCHOOLS

TITLE: ADMINISTRATOR

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: 642021410016420070013040000

FEDERAL EID # (OR SSN): 596090572235

PROVIDER FISCAL YEAR ENDING DATE: June 30, 2005

**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, 2004 to June 30, 2005
Funding Agency:	<input checked="" type="checkbox"/> County Health Department (CHD)
The Provider:	<input checked="" type="checkbox"/> School District (LSD), Health Care District, or other agencies, e.g., Mental Health Center

b. Program or Service Specific Terms

Basic School Health Program: The program which provides those school health services as required by s. 381.0056, Florida Statutes (F.S.), and Chapter 64F-6.001-6.006, Florida Administrative Code (F.A.C.).

Comprehensive School Health Services Projects (CSHSP): Those projects, which provide all basic school health services, as well as services required by s. 381.0057, F.S.

Full-Service Schools (Interagency Cooperation) Projects: A program that serves a student population that has a high risk of needing medical and social services as required by s. 402.3026, F.S.

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

Request for Program Design (RPD): A grant application completed by CHDs and LSDs to detail how they intend to meet the requirements specified in s. 381.0057, F.S.

School Health Services Plan and Report: A plan required by s. 381.0056, F.S., to deliver school health services; show accountability and outcome indicators; show strategies for assessing and blending financial resources (both public and private); and establish a data system completed by the provider in cooperation with the School Health Advisory Committee. The annual report which the provider will be required to submit to the Funding Agency each year reflects services provided from July 1 through June 30. The School Health Services Plan and Report will be submitted according to the format established by the Department of Health (DOH), Family and Community Health, School Health Services Program, in cooperation with the Department of Education (DOE), and shall address the following:

Section One: School Health Services Plan and Report

Part I – School Health Services Plan for Basic Services
(all schools).

Part II – Comprehensive School Health Services Plan

Part III – Full Service Schools Plan.

Section Two: Staffing/Budget

Part IV – School Health Staffing

Part V – Budget and Contracts

Section Three: Annual Report Data

Part I – Basic Services (all schools)

Part II – Comprehensive School Health Services
Projects

Part III – Full Service Schools

Part IV – Staffing and School Information

Part V – Schedule C Expenditures

2. General Description

- a. **General Statement:** The provider will provide school health services in the following categories: (check services which apply to this contract and indicate N/A for those services not contracted)

☐ **Basic Program:** General school health services that are available to all students in Florida's public and participating nonpublic schools in 67 county school districts.

☒ **Full Service Schools:** 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.

- b. **Authority**

The provider will deliver school health services required by this contract in compliance with sections 381.0056, 381.0057, 381.0059, and 402.3026, F.S., and with Chapter 64F-6.001- 6.006, F.A.C.

- c. **Scope of Services** (check services which apply to this contract and indicate N/A for those services not contracted)

☐ **Basic Services (s. 381.0056, F.S.)**

The provider will provide basic school health services. At a minimum, the basic services include: screening of vision, hearing, growth and development, and scoliosis, health appraisal, referral and follow-up care, maintenance of health records, meeting emergency health needs, nursing assessment, health counseling, and a preventive dental program.

☒ **Full Service Schools (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 and the Healthy Schools Initiative.

- d. **Major Program Goals:** (check services which apply to this contract and indicate N/A for those services not contracted)

☐ **Basic 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-6.001-6.006, F.A.C.

☒ **Full Service School Projects**

Full-Service School Projects provide integrated education, medical, social, and human services that are beneficial to meeting the needs of students and their families on school district property, as required by s. 402.3026, F.S. and Specific Appropriation 491.

3. **Clients to be served**

- a. **General Description:** (check services which apply to this contract and indicate N/A for those services not contracted)

☐ **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 nonpublic schools.

☒ **Full Service Schools:** The provider will collaborate with volunteer partners to 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 and indicate N/A for those services not contracted)

☐ **Basic School Health Services:** These services will be available to all students enrolled in public and participating nonpublic schools based upon the availability of funds and in accordance with the School Health Services Plan.

☒ **Full Service Schools:** These project schools will serve students with a population that has a high-risk of needing medical and social services and 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

services if a parent or guardian requests in writing such an exemption.

d. Contract Limits

The provider shall only limit services to students based upon parent or legal guardian's written request for exemption.

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

1. The provider shall make available school health services to all students in school locations listed in Attachment II. These services include, but are not limited to, screenings, health assessments, health counseling, health education, medication supervision, and shall also conduct record reviews, and shall document services, referrals, and outcomes. In addition, the CHD and LSD may specify in the School Health Services Plan and Report other tasks and services the provider must deliver.
2. In each Full Service School, the provider shall participate in the "Healthy School" initiative to promote physical activity and healthy nutrition by implementing growth and development screening utilizing Body Mass Index (BMI) assessment in first, third, sixth, and optionally ninth grades. The provider shall refer for health counseling the students and parents of students identified as being in BMI categories over the 95th or under the 5th percentiles. In addition to BMI assessments, the provider shall implement three activities selected from the approved activity menu for a total of four activities during 2004-2005. The approved activity menu consists of: 1) awareness of nutrition and physical activity, 2) alternative and after-school physical activity, 3) incorporation of nutrition and fitness into health education curricula, 4) healthy alternatives in lunchrooms and snack machines, 5) staff wellness programs, 6) physical activity during school day, and 7) "Get Healthy Clubs".
3. In Full Service Schools, the provider shall implement measures to improve outcomes for teen pregnancy prevention, as required by use of Temporary Assistance for Needy Families (TANF) funding. The provider shall outline details of specific measures for inclusion in the School Health Services Plan and Report for 2004-2006, and may include any of the following:
 - i) Activities and education targeting male and female students aimed at keeping teenagers in school, increasing their self esteem, and making wise choices when pressured to engage in risk-taking behaviors which could lead to pregnancy or inability to become productive citizens in the work force.
 - ii) Activities that encourage pregnant teens to complete their education and to delay repeat births until they are able to become gainfully employed and assume the responsibility of parenthood.

b. Task Limits

The limits of Basic and Full-Service Schools are as provided in:

1. The School Health Services Act, s. 381.0056, F.S., s. 381.0057, F.S., s.381.0059, F.S., and Full Service Schools, s. 402.3026, F.S.
2. Chapter 64F-6.001-6.006, F.A.C.
3. School Health Services Plan and Report.
4. Department of Health, Schedule C Funds, as appropriated for the School Health program.
5. Guidelines in the School Health Services Handbook (Manual HRSM 150-25), 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 School Health Services Plan and 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 nurse with a bachelor's degree, or a registered nurse with 3 years of experience in public health, pediatric nursing, or other applicable nursing experience.

School Health Aide - a minimum of a high school diploma or General Equivalency Degree (GED), current training in first aid and Cardiopulmonary Resuscitation (CPR), and other health support staff training that may 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 shall take place only after the provider has submitted an advanced 30 day written notice for review and these changes have been approved by the County Health Department.

c. Subcontractors

Subcontracting shall only take place when the provider does not have the capacity to fulfil service requirements as specified in the School Health Services Plan, or in the mutual agreements for Full-Service School Programs. All sub-contracts must be reviewed and approved by the CHD Administrator.

3. Service Location and Equipment

a. Location

All school health services shall be provided in adequate facilities on school sites in accordance with the county's approved School Health Services Plan and Report, and in the Full-Service School agreement with

the county health department. Schools designated as Full Service Schools will be assigned District Area Unit (DAU) numbers identifying school locations. These schools shall be listed in Attachment ____.

b. Equipment

At a minimum, all public and participating nonpublic schools shall meet the standards for equipment and supplies as specified in the School Health Services Handbook (Manual HRSM 150-25), herein incorporated by reference and including any subsequent revisions made during the contract period.

c. Service Times

Services shall 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 coding information submitted for entry into the DOH Health Management Component (HMC) accurately reflects services provided and the time spent delivering school health services.

d. Changes in Location

The provider cannot change the school sites specified in Attachment II and in the School Health Services Plan and Report for a Full Service School program without the written approval of the CHD and amendment of the School Health Services Plan and Report.

4. Deliverables

a. Reports

The provider of services delivered under this contract will be responsible for completing and submitting to the CHD data and information for the following reports:

- 1) School Health Services Plan and Report:
Section One: School Health Plan (October every two years)
Section Two: Budget and Staffing Plan and Update (October each year)
Section Three: Annual School Health Services Report (August each year)

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

- 2) Monthly submission of data which reflects the services rendered by the provider, in a format conducive to be entered into the HMC Data System, for: (check services which apply to this contract and indicate N/A for those services not contracted)

☐ **BASIC SERVICES**

Documentation of all services provided and time spent using the HMC program component 34, for basic services; and,

☒ **FULL-SERVICE SCHOOLS**

The provider shall report data on the services provided by staff hired under funding for these programs. Such data shall be identified by DAU numbers for each school and by using program codes available in the HMC.

- 3) The provider shall maintain for monitoring and review:
 - a) Cumulative Health Records (3041) for each student, which contain:
 - Immunization Certification records or Exemptions (DH Form 680),
 - school entry health examination form (DH Form 3040),
 - screening documentation and outcomes of results and referrals; and
 - individual health care plans for chronic or complex health conditions
 - b) Daily Clinic Logs in all schools (public and nonpublic).
 - c) Individual confidential Student Treatment 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 (s. 1002.22, F.S.).

5. Performance Specifications

a. Outcomes and Outputs

The performance of school health services will be measured by standards outlined in the Section One of the School Health Services Plan and Report for 2004-2006, performance data in Section Two and Three of the School Health Services Plan and Report and in the department's HMC quarterly performance measures.

The provider will meet the department's goal of 75% outcome completion rate on referrals for abnormal vision and hearing screenings that are mandated by s.381.056, F.S.

The provider will collect and report data to the county health department in a manner that reflects measurable outcome data as specified in the School Health Services Plan and Report, and document on the appropriate forms for reporting through the DOH HMC system. Additionally, the provider will submit annual report data utilizing the format of Section Two and Three of the School Health Services Plan and Report.

The provider will meet the department's Recommended Core Standards for performance specification in Basic School Health Services, and Full-Service Schools (Section B.5 paragraph b).

The provider shall deliver school health services as specified in the

School Health Services Act, sections 381.0056, and s. 381.0059, Chapter 64F-6.001-6.006, F.A.C., Full-Service Schools as required by s. 402.3026, F.S., and the School Health Services Handbook (Manual HRSM 150-25). These services include health screenings by specified grade levels; provision for maintaining confidential information in a separate file under lock and key; documentation of referrals and outcome results; and methods for measuring progress towards meeting and achieving stated goals and objectives in the School Health Services Plan and Report. 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 and Report, and this contract, as well as meet the professional standards of practice.

The CHD shall arrange with the provider a schedule for periodic on-site program reviews to ensure compliance in all areas of service delivery, documentation, and data collection.

b. Approved Health Core Standards For Fiscal Year 2004-2005

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

S12. 100% of students will have appropriate immunizations within 30 days of entry into school except in cases of documented medical or religious exemptions.

S13. 100% of students will receive basic screening services for vision and hearing in kindergarten and grade one and grade seven, as will all new entrants to grade kindergarten through grade five. All students will receive scoliosis screening in grade seven. *(These activities are described in sections 7-3, 7-4 and 7-6 in the School Health Guidelines, HRSM 150-25).*

S14. 100% of pregnant students who become known to provider staff must be referred for prenatal care and Healthy Start services.

c. Monitoring and Evaluation Methodology

By execution of this contract, the provider hereby acknowledges and agrees that its performance under the 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 with 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 provider shall deliver school health services as specified in the School Health Services Act, sections 381.0056 and 381.0059, F.S., Chapter 64F-6.001-6.006, F.A.C., and the requirements for Full Service Schools as specified in s. 402.3026, F.S. The School Health Services

Plan and Report shall include methods for measuring progress towards meeting and achieving stated goals and objectives of the program.

School health services will be monitored, in conjunction with the quality improvement reviews of all CHD programs, by DOH, Office of Performance Improvement, according to the approved county schedule.

6. Funding Agency Responsibilities

- a. The CHD shall be responsible for approving the provision of services outlined in the School Health Services Plan and Report, 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 shall carry out periodic program reviews for quality assurance to confirm that services required in the School Health Plan and Report are performed within acceptable professional standards.
- b. The CHD is responsible for attaching to the School Health Plan and Report a copy of this contract, including subcontracts, disclosing the exact amount of contract funding used for employees.

C. METHOD OF PAYMENT

1. This is a fixed price (fixed fee) contract. The Department shall pay the provider, upon satisfactory completion of both the service(s) and all terms and conditions specified in this contract, the amount of \$ **\$800,000**, paid in equal (monthly, **quarterly**) amounts of **\$200,000**, subject to the availability of funds.
2. Invoice Requirements: In order to receive the (monthly, quarterly) payment, the provider shall request payment on a (monthly, quarterly) basis through submission of a properly completed invoice (**Exhibit A**) within **15** days following the end of the (month, **quarter**) for which payment is being requested. A (monthly, **quarterly**) services report shall accompany each invoice.
3. The department reserves the right to withhold any payment, or pro rate any payment, if the provider fails to perform any task or other activity required by this contract in accordance with the terms and conditions of this contract. Additionally, the department will not honor any requests submitted after the time period specified in paragraph C.2., of this Attachment.
4. Funds provided under this contract shall be used solely for the operation of Basic School Health Services and where applicable, Full-Service School programs.
5. Supporting Documentation Requirements: The provider will maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided so that the CHD can review the audit trail documenting the provision of each service.
6. Any provision of this contract to the contrary notwithstanding, funds provided by the CHD to the provider under this contract shall be repaid by the provider to the CHD

within 60 days of the termination of this contract under any of the termination provisions of this contract, as follows. The repayment shall include all funds from the CHD that the provider has misappropriated or not expended in accordance with the performance standards and specifications of this contract.

D. SPECIAL PROVISIONS

1. School Health Services Plan and Report:

The provider shall assist the CHD, prior to October 15, in the preparation of Section One of the School Health Services Plan and Report (every two years), and Section Two and Three of the School Health Services Plan and Report (annually), which determine how health services and full service schools services will be provided in its county. Section Two of the Plan and Report shall include a current budget and staffing configuration. The approved document shall be submitted by the CHD to the Department of Health, Family and Community Health, School Health Program.

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 shall coordinate with the CHD, the local school district, and the School Health Advisory Committee, in the development of the School Health Services Plan and Report, budget, staffing configuration, and any RPD or other grant that becomes available. The provider shall coordinate with the CHD any interagency agreements with applicable community resources to comply with the plan for Full Service Schools.

4. Insurance (entity or partnership)

Health care entity means a unit of local government or a political subdivision of the state; a hospital licensed under chapter 395, F.S.; a health maintenance organization certified under chapter 641, F.S.; a health insurer authorized under Florida Insurance Code; a community health center; a migrant health center; a federally qualified health center; an organization that meets the requirements for nonprofit status under section 501 (C) (3) of the Internal Revenue Code; a private industry or business; or a philanthropic foundation that agrees to participate in a public-private partnership with a county health department, local school district, or school in the delivery of school health services, and agrees to the terms and conditions for the delivery of such services as required by this section and as documented in the local school health services plan.

If the provider contracts with a public-private partnership to provide school health services the contract must require the entity, or the partnership on behalf of the entity, to obtain general liability insurance coverage, with any additional endorsement necessary to insure the entity for liability assumed by its contract with the department. Each entity or partnership of entities must purchase insurance pursuant to s. 381.0056 (10), F.S., to cover all liability claims, and under no circumstances shall the state or the department be responsible for payment of any claims or defense cost for claims brought against the entity or its subcontractor for services performed under the contract with the department.

5. Background Screening Requirement

Any person who provides services under a school health services plan pursuant to s. 381.0056, F.S., must complete level 2 screening as provided in 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. Payment for the screening and the abuse registry check must be submitted to the Department of Health.

END OF TEXT

Attachment II
Full Service School List
FY 2004 - 2005

#	SCHOOL/LOCATION	NAME	POSITION
1	Hialeah Senior 251 E 47th Street Hialeah, Florida (305) 822-1129	Marlen Solano	Social Worker
2	J.H. Bright Elem 2530 W 10th Avenue Hialeah, Florida (305) 885-1683, Ext. 143	Marta Rios	Social Worker
3	Opa Locka Elem 600 Ahmad St.Opa-locka, Florida (305) 688-4605	Denise Williams	Clerical/Paraprof.
4	Gratigny Elem 11905 N. Miami Avenue Miami, Florida (305) 681-6485	Mary Johnson	Clerical/Paraprof.
5	Norland Triplex 19340 NW 8 Ct. Miami, Florida (305) 650-9551	Marie St. Fort	Social Worker
6	Norland Triplex 19340 NW 8 Ct. Miami, Florida (305) 650-9551	Christina Smith	Clerical
7	Miami Beach Senior 2231 Praire Avenue Miami Beach, Florida (305) 531-4264	Manny Torres	Social Worker
8	Charles Drew Elem 1775 NW 60th Street Miami, Florida (305)694-2362	April Jefferson	Clerical/Paraprof.
9	Miami Park Elem 2225 NW 103rd Street Miami, Florida (305)835-8232	Annie Cobb	Clerical/Paraprof.
10	Poinciana Park Elem 6745 NW 23rd Avenue Miami, Florida (305) 756-3607	Valeria Alexander	Clerical/Paraprof.
11	L.C. Evans Elem 1895 NW 75th Street Miami, Florida (305)694-2366	Debbie McKinney	Clerical/Paraprof.
12	Madison Middle 3400 NW 87th Street Miami, Florida (305)836-4305	Kimberlee Williams	Social Worker
13	F. Douglass Elem 314 NW 12th Street Miami, Florida (305) 350-7593	Diana Carmona	Social Worker
14	Toussaint Louverture 120 NE 59th Street Miami, Florida (305) 756-3607	Awilda Lam	Social Worker
15	L.B. Smith Elem 4700 NW 12th Avenue Miami, Florida (305) 635-0873 Ext. 233	Woodlyne Desroches	Social Worker
16	Dunbar Elem 505 NW 20th Street Miami, Florida (305) 573-2344 Ext. 276	Luckencie Pierre	Social Worker
17	R.R. Moton Elem 18050 Homestead Avenue Perrine, Florida (305) 234-4871	Sabrina Hicks	Social Worker
18	LC Saunders Elem 505 SW 8th Street Homestead, Florida (305) 248-8075	Wendy Fernandez	Social Worker
19	Fienberg-Fisher 1420 Washington Avenue Miami Beach, Florida (305) 531-0419		Hourly

CERTIFICATION REGARDING LOBBYING**Attachment III****CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

signature

date

F. Craig Sturgeon
name of authorized individual

DEYSU
Application or Contract Number

Miami Dade County Public Schools
name of organization

1500 Biscayne Blvd.; Miami, Fl. 33132
address of organization

ATTACHMENT IV

FINANCIAL AND COMPLIANCE AUDIT

This attachment is applicable if the provider is any state or local government entity, nonprofit organization, or for profit organization. An audit performed by the Auditor General shall satisfy the requirements of this attachment. If the provider does not meet any of the requirements below, no audit is required by the attachment. The administration of funds awarded by the Department of Health to the provider may be subject to audits and monitoring by the department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (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 other procedures. By entering into this contract, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the department. In the event the department determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the department regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General of the State of Florida.

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 \$300,000 or more in Federal awards in aggregate during its fiscal year, the provider must have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this attachment indicates Federal funds awarded through the department by this contract. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal funds from the department. 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. This includes, but is not limited to, preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the department shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department contract involved.
4. 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 contract number for each contract with the department in effect during the audit period.

5. If the provider expends less than \$300,000 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 \$300,000 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 funds (i.e., the cost of such audit must be paid from the provider funds obtained from other than Federal entities.)

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of State awards (i.e., State financial assistance provided to the provider to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such provider, the provider must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT I to this attachment indicates State funds awarded through the department. In determining the State awards expended in its fiscal year, the provider shall consider all sources of State awards, including State funds received from the Department of Health except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
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(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. If the provider expends less than \$300,000 in State awards in its fiscal year, 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 \$300,000 in State awards 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 non-State funds (i.e., the cost of such an audit must be paid from provider funds obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to:
 - A. 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 10th Street
Jeffersonville, IN 47132
 - B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this attachment (in correspondence accompanying the audit report, indicate the date that the provider received the audit report); copies of the reporting package described in Section

3/1/02

.320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the department at each of the following addresses:

- A. Contract Administration
4052 Bald Cypress Way, BIN B01 (HAFARM)
Tallahassee, Florida 32399-1729
 - B. The contract manager for this contract listed in the Standard Contract.
3. Additionally, copies of reports and management letters required by Part II of this attachment must be sent to the following address:
- A. State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450
4. Any reports, management letter, attestations, or other information are required to be submitted within 45 days after delivery of the audit report but no later than 12 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes) for Local Governmental Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 45 days after delivery of the audit report but no later than 9 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes days. Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statutes, as applicable.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of the this contract and shall allow the Department of Health or its designee, access to such records upon request. The provider shall ensure that audit working papers are made available to the department upon request for a period of five years from the date the audit report is issued, unless extending in writing by the department.

End of Text

EXHIBIT – 1

1. **FEDERAL FUNDS AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:**

Federal Program 1	\$ <u>N/A</u>
Federal Program 2	\$ <u>N/A</u>
TOTAL FEDERAL AWARDS	\$ <u>N/A</u>

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL FUNDS AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

2. **STATE FUNDS AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:**

Matching funds for federal programs	\$ <u>N/A</u>
State funds subject to Section 215.97, Florida Statutes	\$ <u>N/A</u>
TOTAL STATE FUNDS AWARDED PURSUANT TO SECTION 215.97, F.S.	\$ <u>N/A</u>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE FUNDS AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

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Exhibit B

Quarterly Invoice/Report Due Dates

First Quarter	August 12 --October 29, 2004	Invoice due November 22, 2004
Second Quarter	November 1 - January 31, 2005	Invoice due February 17, 2005
Third Quarter	February 1 - April 29, 2005	Invoice due May 20, 2005
Fourth Quarter/Final	May 2 - June 10, 2005	Invoice due June 24, 2005