

✓ APPROVED

below Addressed

190/70

# AGREEMENT/CONTRACT REVIEW FORM

BOARD MEETING DATE:

October 3

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 8/26/19

Contract Initiator (Name of Person Overseeing the Contract): Jeri Hardin

Telephone Number: 336-6867

School/Department Submitting Contract: County Office/Exceptional Student Education

Vendor/Contractor Name: First Coast Mobile Audiology

Contract Title: Independent Contractor Services Agreement

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐ Date Original Contract Approved: 8/31/2006

Contract Term: July 1, 2019 – June 30, 2020

Renewal Option(s):

Contract Cost: 18-19 = \$63,240.00

Payment Schedule: Monthly

Funding Source:

Purchase Requisition No.: R024431

Strategic Plan Tie-In Explanation: Strategy 3.2. Develop systems and processes that focus on developing the whole child. Audiological services are required under the Individuals with Disabilities Education Act (IDEA)

Pre-Approved by Superintendent or Designee? Yes ☒ No ☐

Additional Information: This contract provides Audiological services to eligible Exceptional Student Education students. Services include Audiological evaluations, fitting for hearing aids, FM systems, and Audiological consultations. Using an annual contract for services is more cost efficient than an ad hoc approach and ensures continuity of services for students with disabilities and supporting staff.

## CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED:

- ☒ Completed Contract Review Form
- ☒ SBAO Template Contract or other Contract (with all basic and mandatory terms)
- ☒ SIGNED 2018 Addendum A (if not an SBAO Template Contract)\*

\*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

- ☒ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contactar must sign a Release and Hold Harmless Form. If not exempt, vendor/contactar must provide Workers' Compensation coverage].

SBAO  
RECEIVED  
4/29/19

## Approvals

## Comments

Purchasing Department	B18 Approved	Denied	Need Mandatory Forms per
Review Date 6-18-2019	Approved	Denied	Section 16 if Federal Funds
Risk Management Department	Approved	Denied	
Review Date:	Approved	Denied	
School Board Attorney	Approved	Denied	
Review Date: 2/17/19	Approved	Denied	OK if get current COI.
Information & Technology Dept.	Approved	Denied	
Review Date:	Approved	Denied	
Other	Approved	Denied	
Review Date:	Approved	Denied	

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Agreement ("Agreement") is entered into by and between **FIRST COAST MOBILE AUDIOLOGY** ("Contractor"), and the School Board of Clay County, Florida ("Board" or "District"), collectively referred to hereinafter as "the Parties," which Agreement shall become effective on the date it is fully executed by the Parties.

**WHEREAS**, the District is engaged in the activity of providing educational opportunities to children; and

**WHEREAS**, Contractor has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

**WHEREAS**, the District desires to engage the services of Contractor, the Parties agree as follows:

1. Contractor shall timely perform and deliver to the District services which include: **Audiological services to eligible Exceptional Student Education students. Services include Audiological evaluations, fitting for hearing aids, FM systems, and Audiological consultations.**

2. In exchange, Contractor shall be compensated by the District as follows: **\$76.00 per hour.** Invoicing and payment obligations and procedures shall comply with and be governed by section 218.70, et seq., Florida Statutes ("Prompt Payment Act").

3. The term of this Agreement commences as of the date upon which it is fully executed and shall terminate on **June 30, 2020** unless earlier terminated as set forth below.

4. Upon thirty (30) days' notice to Contractor, the District may terminate this Agreement at its convenience and without cause. However, the District may

immediately terminate this Agreement without penalty upon: (a) Contractor's violation of any federal, state, or local law, regulation, or rule; (b) neglect of any duty owed to the School by Contractor, including, but not limited to any unauthorized absence from any scheduled event; (c) Contractor's inability or disqualification to perform its obligations to the School; or (d) incompetence or unprofessional conduct by or on behalf of Contractor.

5. Contractor shall perform such services in a manner customarily performed by one having special expertise in the same or substantially similar position, and such other related services as may be requested by the District during the term of this Agreement.

6. The means by which the services called for under this Agreement are performed shall be determined by the Contractor, but such means must satisfy the schedules, deadlines, and objectives established by the District.

7. Contractor shall at all times comply with state law, federal law, and School Board Policies during the performance of this Agreement. Any violation of this term will result in the immediate termination of the Agreement with no penalty to the District.

8. Contractor understands that this Agreement does not form an employer-employee or agency relationship with the District. Contractor is not authorized to enter into agreements on behalf of the District, or to order or purchase goods or services or to otherwise purport to contractually bind or legally obligate the District in any way.

9. Contractor understands that no federal or state taxes are being withheld from compensation under this Agreement, and Contractor has the responsibility to pay any and all taxes, fees, and other payments imposed by any applicable laws,



regulations, or rules. Contractor shall indemnify and hold harmless the District for any failure to satisfy such liabilities.

10. As a condition precedent to this Agreement, Contractor shall present the District with a Certificate of Insurance ("COI") which must provide for the following policies of insurance/coverages at the minimum amounts shown:

1. General Liability Policy:  
\$1,000,000.00 per occurrence  
\$2,000,000.00 aggregate
2. Auto Liability Policy:  
\$1,000,000.00 combined single limit  
\$5,000,000.00 (if charter or common carrier)
3. Worker's Compensation Policy:  
\$100,000.00

Note: If the Contractor is exempt from Worker's Compensation insurance obligations, the Contractor must sign the *Worker's Compensation Acknowledgment Form* attached hereto as **Exhibit A**.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the School Board to thirty (30) days' notice of cancellation of such policy or any of the coverages provided by it.

11. By entering into this Agreement, Contractor acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the School Board, Contractor shall indemnify, defend, and hold harmless the School Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or

intentionally wrongful conduct of Contractor, its employees, or agents relating to the performance of duties imposed upon Contractor by this Agreement. Such indemnity shall not be limited by benefits payable by or for Contractor under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the District written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement. Contractor's obligations under this section shall survive the termination of this Agreement.

12. Contractor represents and warrants to the District that Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes at Contractor's sole expense and shall provide the District proof of such compliance upon request. Contractor's indemnification obligations to the District extend to and include any liabilities, injury, or damages resulting from Contractor's failure to comply with the requirements of this paragraph.

13. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.

- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

All records transmitted to the District must be provided in a format that is compatible with the District's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneday.net](mailto:PRR@myoneday.net)

14. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County,

Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

16. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

**IN WITNESS WHEREOF**, the Parties, by and through execution of this Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Agreement.

**AS TO CONTRACTOR:**

Melisa Sharpe  
(Printed Name)  
Audiologist  
(Title)  
1808 Red Hawk Ct  
St. Augustine, FL 32092  
(Address)  
904-982-4833  
(Phone number and e-mail)

Melisa Sharpe  
(Signature)  
8/15/19  
(Date)

**AS TO BOARD/DISTRICT:**

\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone number and e-mail)

*District Independent Contractor Services Agreement, May 2018, SBAO (web)*

## **EXHIBIT A**

### **INDEPENDENT CONTRACTOR WORKERS COMPENSATION ACKNOWLEDGEMENT**

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. Contractor maintains a separate business with its own work equipment, material, and accommodations.

3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business



expenses related to the services rendered or work performed for the District.

6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.

7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

9. Contractor had an opportunity to review and consult with legal counsel regarding this document.

10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: First Coast Mobile Audiology, LLC

Signature of Authorized Representative: M. Sharpe, AuD

Printed Name of Authorized Representative: Melisa Sharpe, AuD

Title of Authorized Representative: Audiologist/Owner

Date: 8/15/19

## **MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS**

The purpose of this document is to ensure Contractor compliance with local, state, and federal regulations which apply to Contractor agreements whereby The School Board of Clay County, Florida ("School Board")/Clay County District Schools ("CCDS") provides payment from federal funding sources. By signing the following certifications and statements, the Contractor affirms its/his/her compliance with such regulations (as described below) throughout the term of an agreement with the School Board.

### **REGULATORY COMPLIANCE STATEMENT**

1. The Contractor agrees to allow CCDS, a federal granting agency, the Comptroller General of the United States or Florida, or any of their duly authorized representatives reasonable access to Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow CCDS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to CCDS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to CCDS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to CCDS a federal drug free workplace certification form.
8. The Contractor agrees CCDS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees CCDS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

**PUBLIC ENTITY CRIME BAR:** A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS 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 A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

**DISCRIMINATORY VENDOR BAR:** AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE 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 AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

**THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.**

**CONTRACTOR NAME:**

Melisa Sharpe

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Melisa Sharpe

(Printed Name)

Audiologist

(Title)

M Sharpe

(Signature)

8/15/19

(Date)

**CERTIFICATION REGARDING NON-DISCRIMINATION**

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT ITS GOOD FAITH PROVISION OF THIS ASSURANCE AND CERTIFICATION CONSTITUTES A CONDITION PRECEDENT TO RECEIVING PAYMENT UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME:

Melisa Shaye

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Melisa Shaye  
(Printed Name)

Audiologist  
(Title)

MShaye  
(Signature)

8/15/19  
(Date)



**CERTIFICATION REGARDING LOBBYING**

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THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED 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 SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN 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 CONTRACT 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. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY FOR EACH SUCH FAILURE.

CONTRACTOR NAME: Melisa Shays

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Melisa Shays  
(Printed Name)

Melisa Shays  
(Signature)

Audiologist  
(Title)

8/15/19  
(Date)

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110, THE BIDDER/CONTRACTOR CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT; AND

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THIS CONTRACT OR BID PACKAGE OR RESPONSE TO RFP, I HEREBY CERTIFY THAT SAID COMPANY OR INDIVIDUAL FULLY COMPLIES WITH THE CONDITIONS AND REQUIREMENTS HEREIN STATED.

CONTRACTOR NAME: Melisa Sharpe

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Melisa Sharpe  
(Printed Name)

MS Sharpe  
(Signature)

Audiologist  
(Title)

8/15/19  
(Date)

### DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

**IDENTICAL TIE BIDS** – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Melisa Sharpe

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Melisa Sharpe  
(Printed Name)

M Sharpe  
(Signature)

Audiologist  
(Title)

8/15/19  
(Date)



### NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA       )  
COUNTY OF CLAY       )

My name is (INSERT NAME Melisa Sharpe). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY First Coast Mobile Audiology) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY First Coast Mobile Audiology) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Melisa Sharpe

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Melisa Sharpe  
(Printed Name)

MSharpe  
(Signature)

Audiologist  
(Title)

8/15/19  
(Date)





HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP

**Certificate of Insurance**  
OCCURRENCE POLICY FORM



Print Date: 7/26/2019

<b>Producer</b>	<b>Branch</b>	<b>Prefix</b>	<b>Policy Number</b>	<b>Policy Period</b>
018098	970	HPG	0619520847	from 08/12/19 to 08/12/20 at 12:01 AM Standard Time

**Named Insured and Address:**

Melisa H Sharpe  
1808 Red Hawk Ct  
St Augustine, FL 32092-5038

**Program Administered by:**

Healthcare Providers Service Organization  
1100 Virginia Drive, Suite 250  
Fort Washington, PA 19034  
1-800-982-9491  
www.hpsso.com

**Medical Specialty:**

Audiologist

**Code:**

80716

**Insurance is provided by:**

American Casualty Company of Reading, Pennsylvania  
151 N. Franklin Street Chicago, IL 60606

*Excludes Cosmetic Procedures*

<b>Professional Liability</b>	<b>\$1,000,000 each claim</b>	<b>\$ 3,000,000 aggregate</b>
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Your professional liability limits shown above include the following:

- \* Good Samaritan Liability
- \* Malplacement Liability
- \* Personal Injury Liability
- \* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

**Total: \$ 265.00**

Base Premium

Premium reflects Self Employed , Part Time

**Policy Forms & Endorsements**(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	CNA80989	G-121 503-C	G-121501-C	G-145184-A	G-147292-A	GSL15563
GSL15564	GSL15565	GSL17101	GSL13424	CNA80051	CNA80052	G-123846-D09
CNA81753	CNA81758	CNA82011	CNA79575	G-141231-A		

Chairman of the Board

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

## **POLICY FORMS & ENDORSEMENTS**

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

### **COMMON POLICY FORMS & ENDORSEMENTS**

<b><u>FORM #</u></b>	<b><u>DESCRIPTION</u></b>
G-121500-D	Common Policy Conditions
CNA80989	Concealment, Misrepresentation, Fraud Condition Amendatory Endorsement - Florida
G-121503-C	Workplace Liability Form
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D09	Florida Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures
G-141231-A	Additional Insured Healthcare Entity

**PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)

Master Policy#: 188711433

Named Insured: Melisa H Sharpe

Policy#: 0619520847