

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **20110**

Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

6-3-21

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

☐ Must Have Board Approval over \$100,000.00

Date Submitted: 4/20/21

Name of Contract Initiator: Melanie Sanders

Telephone #: 336-6866

School/Dept Submitting Contract: CO/ESE

Cost Center # 9005

Vendor Name: Advanced Medical Personnel Services

Contract Title: Independent Contractor Services Agreement

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐ Previous Year Contract # 200058

Contract Term: 8/6/2020 - 5/28/2021

Renewal Option(s):

Contract Cost: \$998,000.00

☒ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 0100.5200.0310.9005.1819

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED 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/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ COVID-19 Waiver (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED

APR 21 2021

PURCHASING

RECEIVED
4/27/2021

**AREA BELOW FOR DISTRICT PERSONNEL ONLY **

CONTRACT REVIEWED BY:

Purchasing Department

B78

Review Date

4/22/2021

School Board Attorney

JB
4/28/21

Review Date

Other Dept. as Necessary

Review Date

PENDING STATUS: ☐ YES ☐ NO

COMMENTS BELOW BY REVIEWING DEPARTMENT

Professional Services, Same as Previous Year.
Contract Must be in Place before Services Start!
~~Recommend Typing Board Signature block. DONE~~
Use New Agreement in the future.

7
Agree

IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS

☒ **APPROVED**

DATE: **4.29.21**

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between **ADVANCED MEDICAL PERSONNEL SERVICES** ("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:

See Exhibit 1.

2. In exchange, Contractor shall be compensated by the District as follows:

\$70.00 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 **May 28, 2021** 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@myoneclay.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:

Patrick O'Connor

(Printed Name)

Patrick O'Connor

(Signature)

Division Vice President - Client Sales

(Title)

10/13/2020 3:40 PM EDT

(Date)

11001 W 120th Ave, Suite 310

Broomfield, CO 80021

(Address)

845-242-1137 patrick.oconnor@amnhealthcare.com

(Phone number and e-mail)

AS TO BOARD/DISTRICT:

Mary Bolla

(Printed Name)

(Signature)

Chairman of the Board

(Title)

(Date)

900 Walnut Street

Green Cove Springs, FL 32043

(Address)

904-336-6501 / mary.bolla@myoneclay.net

(Phone number and e-mail)

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

10. Contactor 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.

Patrick O'Connor
Name of Contractor/Vendor: _____

Signature of Authorized Representative: Patrick O'Connor

Printed Name of Authorized Representative: Patrick O'Connor

Title of Authorized Representative: Division Vice President - Client sales

Date: 10/13/2020 | 3:40 PM EDT

Exhibit 1 Page 1 of 2

Contractor's Responsibilities and Duties Include:

1. Complete appropriate screening and/or evaluation of students referred to or being considered for dismissal from the Speech & Language Program, as authorized by the Director of Exceptional Student Education or designee.
2. Attend ESE staffing regarding SLP as assigned by Director of Exceptional Student Education or designee.
3. Maintain and review IEPs for students staffed into the SLP Program. Develop IEPs for new students as assigned by the Director of Exceptional Student Education.
4. Provide therapy, classroom and/or home program and alternatives for students placed in the SLP program.
5. Provide consultation to parents, teachers and administrators in the area of SLP, as assigned by the Director of Exceptional Student Education or designee.
6. Complete all paperwork necessary for Medicaid claims and reimbursement.

Contractor shall be required to furnish at no cost to the School Board of Clay County the following:

1. All transportation and travel.
2. Any salary paid to a SLP providing services under this contract.
3. Evidence of the evaluation of the quality of screening, evaluation and therapy provided shall be available to the Director of Exceptional Student Education, upon request.
4. Use of SLPs' license for Medicaid filings and reimbursements.

Location(s) of Delivery of Services

1. On campuses of Clay County Schools, and private schools, as assigned by the Director of Exceptional Student Education and/or In the homes of students registered in Clay County Schools authorized by the Director of Exceptional Student Education to receive SLP on a homebound basis.

Clause: Contractor shall maintain a log, reporting the time spent in the performances of authorized services rendered. This log, along with a monthly statement of services rendered by the Contractor shall be signed by the principals(s) of the school(s) to which the SLP is assigned and shall be submitted to the School Board for payment each month.

Clause: Contractor shall provide services consistent with the highest degree of professional care in compliance with all requirements imposed by the Florida State Department of Education and any other applicable regulatory agency.

Clause: Contractor shall comply with all policies and procedures established by the School Board of Clay County relevant to:

- A. Priorities of service
- B. Communication procedures
- C. Referral, screening, evaluation, staffing, scheduling, and dismissals
- D. Record keeping and reporting
- E. Confidentiality
- F. Development, maintenance, review of the required Individual Educational Plan

Exhibit 1 Page 2 of 2

Clause: All services rendered by Contractor shall be preauthorized by the School Board of Clay County's Director of Exceptional Student Education or his designee, in keeping with State and Federal Statutes.

SCHEDULE A

I. Screening:

Under this agreement, The Contractor's screening activity is contingent upon receipt of referral, including parental permission in writing. Screening is defined as a process of surveying large numbers of individuals in order to identify those having problems previously undetected. Screening may include, but is not limited to, the following areas:

- A. Review of written information, i.e., files, charts, observations from school
- B. Direct observation, i.e., classroom
- C. Activity performance

Students to be screened by the Contractor shall be referred to the Contractor by the School Board's Director of Exceptional Student Education or designee.

II. Evaluation

Evaluation for the purpose of determining the need for SLP services shall include all areas and instruments specified in the School Board of Clay County's Special Programs and Procedures for Exceptional Students. Evaluations may be undertaken only after parental permission has been obtained and only upon authorization from the School Board of Clay County's, Director of Exceptional Student Education or designee.

III. Placement and Therapy

- A. Decisions regarding placement, purposes of therapy, and amount of therapy needed shall be made based on guidelines included in the School Board of Clay County's Special Programs and Procedures for Exceptional Students.
- B. All placements and therapy schedules shall be preauthorized by the Director of Exceptional Student Education, Clay County School Board or designee.
- C. Prior to initiation of therapy the SLP shall be available, if assigned, for staffing and for development of the IEP. In some cases, students may have to be provide therapy.

Administrative:

Administrative functions include, but are not limited to, the following:

- 1. Establishment of policies and procedures to include such items as:
 - a. Priorities for service
 - b. Communication procedures
 - c. Record Keeping
 - d. Methodology for maintaining confidentiality
 - e. Methodology for initiating and terminating service,
- 2. Supervising School Board support personnel
- 3. Provision of Inservice education for other disciplines

Signature of Authorized Representative: Patrick O'Connor Date: 10/13/2020 3:40 PM EI

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: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor
(Printed Name)

DVP, Client Sales
(Title)

DocuSigned by:
Patrick O'Connor
(Signature)

4/19/2021
(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: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor
(Printed Name)

DVP, Client Sales
(Title)

DocuSigned by:
Patrick O'Connor
(Signature)

4/19/2021
(Date)

CERTIFICATION REGARDING LOBBYING

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: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor
(Printed Name)

DVP, Client Sales
(Title)

DocuSigned by:
Patrick O'Connor
(Signature)

4/19/2021
(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: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor
(Printed Name)

DVP, Client Sales
(Title)

DocuSigned by:
Patrick O'Connor
(Signature)

4/19/2021
(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: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor
(Printed Name)

DVP, Client Sales
(Title)

DocuSigned by:
Patrick O'Connor
(Signature)

4/19/2021
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Patrick O'Connor). 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* AMN Healthcare, Inc.) 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* AMN Healthcare, Inc.) 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: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor
(Printed Name)

DVP, Client Sales
(Title)

DocuSigned by:
Patrick O'Connor
(Signature)

4/19/2021
(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN103083106-Stnd-GPL-21-22

INSURED
AMN Healthcare, Inc.
12400 High Bluff Drive
San Diego, CA 92130-3077

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Company

19437

INSURER B: N/A

N/A

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

SEA-003707078-02

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			114-66377	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HPL			114-66377	03/01/2021	03/01/2022	Per Incident 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured where required by written contract in accordance with the policy provisions of the General Liability policy, on a primary and non-contributory basis. Sexual Misconduct Coverage is provided, in full, within the Professional Liability (\$2M/\$4M) and General Liability (\$1M/\$3M) limits. Virginia Limits: \$2,350,000 per claim/ \$7,050,000 Agg. (Effective 7/1/2019 limits will increase to \$2,450,000 per claim/ \$7,350,000 Agg.)

CERTIFICATE HOLDER

School Board Of Clay County
23 South Green Street
Green Cove Springs, FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED AMN Healthcare, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Full Named Insured Schedule:

AMN Allied Services, LLC
 AMN Healthcare Allied, Inc.
 AMN Healthcare Services, Inc. (AHS)
 AMN Healthcare, Inc. (AMN)
 AMN Services of New Hampshire, LLC
 AMN Services of Ohio, Inc.
 AMN Services, LLC
 AMN Staffing Services of Alabama, LLC
 AMN Staffing Services, LLC
 AMN Staffing Services, LLC
 AMN Vision Services, LLC
 AMN Workforce Solutions, LLC
 Avantas, LLC
 B.C.P., Inc. (divested 01/30/2012)
 B.E. Smith Interim Services, Inc.
 B.E. Smith International
 B.E. Smith, Inc.
 B.E. Smith, Inc. of Kansas
 B4Health, LLC
 Club Staffing, LLC
 Club Staffing, LLC
 DBA: Advanced Medical Personnel Service, Inc.
 DBA: Advanced Medical Personnel Services LLC
 DBA: American Mobile Healthcare
 DBA: AMN Healthcare Recruitment Process Outsourcing
 DBA: AMN Services of Arizona
 DBA: AMN Services of New Jersey Limited Liability Company
 DBA: AMN Staffing Services of New Jersey
 DBA: F/K/A Worldview Healthcare, Inc.
 DBA: Intech Staffing
 DBA: Medical Express
 DBA: Merritt, Hawkins and Associates of New York, LLC
 DBA: MTI Staffing
 DBA: NurseChoice
 DBA: Nursefinders of Alabama, LLC
 DBA: Nursefinders of Arizona, LLC
 DBA: Nursefinders of Cherry Hill
 DBA: Nursefinders of Missouri, LLC
 DBA: Nursefinders of New York, LLC
 DBA: Nursefinders of Rhode Island, LLC
 DBA: Nursefinders of Verona
 DBA: Nursefinders of Wisconsin, LLC
 DBA: Preferred Healthcare Staffing
 DBA: Procertify
 DBA: RN Extend
 DBA: Rx Pro Health of Michigan, LLC



ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED AMN Healthcare, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DBA: Rx Pro Health of New Jersey Limited Liability Company
 DBA: Rx Pro Health of Pennsylvania, LLC
 DBA: Rx Pro Health of Tennessee, LLC
 DBA: Worldview Healthcare, Inc
 FKA MedPartners HIM, LLC
 HealthSource Global Staffing
 Healthsource Global Staffing Corporation
 Jim Kendall and Associates, LLC
 Josem Holdings, Inc.
 Kendall & Davis
 Leaders for Today, LLC
 Linde Healthcare Staffing, Inc.
 Locum Leaders, LLC
 M&E Affiliates, Inc. DBA: TVL Healthcare
 Med Travelers, Inc. (MTI)
 Med Travelers, LLC
 Medefis, Inc.
 Medfinders
 Merritt Hawkins & Associates, LLC
 Merritt, Hawkins & Associates
 Merritt, Hawkins & Associates of New Jersey, Limited Liability Company
 Merritt, Hawkins & Associates, Inc.
 MillicanSolutions
 MillicanSolutions, LLC
 National Healthcare Staffing, LLC
 NF Acquisition Corporation
 NF Holdings Corporation
 NF Investors, Inc.
 NF Services, Inc.
 Nursefinders Acquisition Corporation
 Nursefinders Acquisitions, LLC
 Nursefinders of Vermont, LLC
 Nursefinders Restorative Care Services, Inc.
 Nursefinders, Inc.
 Nursefinders, LLC
 O" Grady-Peyton International (Australia) (Proprietary) Ltd.
 O" Grady-Peyton International (Europe) Ltd.
 O" Grady-Peyton International (India) Ltd.
 O" Grady-Peyton International (SA) (Proprietary) Ltd.
 O" Grady-Peyton International (USA), Inc. (OGP)
 O" Grady-Peyton International (USA), Inc. (Singapore Branch)
 O" Grady-Peyton International Recruitment U.K. Ltd.
 Onward Healthcare of Missouri, LLC
 Onward Healthcare of New Jersey LLC
 Onward Healthcare Staffing
 Onward Healthcare Staffing, LLC
 Onward Healthcare, Inc.
 Onward Healthcare, LLC
 Origin, Inc. DBA Shiftwise
 Peak Government Services, LLC



ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED AMN Healthcare, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Peak Health Solutions, Inc. Of Louisiana
Pharmacy Choice, Inc.
Pharmacy Choice, LLC
Phillips DiPisa & Associates, LLC
Radiologic Enterprises, Inc. DBA: Resources On Call, LLC
Resources On Call, LLC
RN Demand, Inc. (RND)
Rx ProHealth, Inc.
Rx ProHealth, LLC
Shiftwise, Inc
Staff Care, Inc.
Staffco Holdings, Inc.
Stratus Audio, Inc.
Stratus InDemand, Inc.
Stratus Interpreting, LLC.
Stratus OPI, Inc.
Stratus Video, Inc.
The First String Healthcare
The MHA Group, Inc. (MHA Group)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (415) 486-7000	FAX (A/C. No.): (415) 486-7029
INSURED AMN Healthcare, Inc. 12400 High Bluff Drive San Diego CA 92130-3077 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Arch Insurance Company	11150
	INSURER B: Arch Indemnity Insurance Company	30830
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570087058290 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		71CAB1006103	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71WCI1005903 WC (AOS) 74WCI1006003 WC (CA KY MN MO NY OR TX)	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' compensation program has a \$500,000 deductible. School Board of Clay County is included as Additional Insured on Automobile policy where required by written contract, for liability arising solely from the negligent acts or omissions of AMN Healthcare and its employees.

CERTIFICATE HOLDER**CANCELLATION**

School Board of Clay County 23 South Green Street Green Cove Springs FL 32043 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

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Holder Identifier :

Certificate No : 570087058290



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED AMN Healthcare, Inc.	
POLICY NUMBER See Certificate Numbe 570087058290			
CARRIER See Certificate Numbe 570087058290	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Full Named Insured Schedule:

AMN Healthcare Services, Inc. (AHS)
 AMN Healthcare, Inc. (AMN)
 AMN Services, LLC
 DBA: American Mobile Healthcare
 DBA: Medical Express
 DBA: Preferred Healthcare Staffing
 DBA: NurseChoice
 DBA: RN Extend
 DBA: Procertify
 AMN Staffing Services, LLC
 O' Grady-Peyton International (USA), Inc. (OGP)
 O' Grady-Peyton International (USA), Inc. (Singapore Branch)
 O' Grady-Peyton International (India) Ltd.
 O' Grady-Peyton International Recruitment U.K. Ltd.
 O' Grady-Peyton International (SA) (Proprietary) Ltd.
 O' Grady-Peyton International (Australia) (Proprietary) Ltd.
 O' Grady-Peyton International (Europe) Ltd.
 The MHA Group, Inc. (MHA Group)
 Merritt Hawkins & Associates, LLC
 Merritt, Hawkins & Associates
 Merritt, Hawkins & Associates of New Jersey, Limited Liability Company
 Merritt, Hawkins & Associates, Inc.
 Staff Care, Inc.
 Med Travelers, Inc. (MTI)
 Med Travelers, LLC
 RN Demand, Inc. (RND)
 DBA: MTI Staffing
 Rx ProHealth, Inc.
 Pharmacy Choice, Inc.
 DBA: AMN Healthcare Recruitment Process Outsourcing
 AMN Allied Services, LLC
 AMN Healthcare Allied, Inc.
 AMN Staffing Services, LLC
 AMN Services of Ohio, Inc.
 AMN Services of New Hampshire, LLC
 Medfinders
 Nursefinders, Inc.
 Nursefinders, LLC
 NF Investors, Inc.
 NF Holdings Corporation
 NF Acquisition Corporation
 Nursefinders Acquisition Corporation
 B.C.P., Inc. (divested 01/30/2012)
 NF Services, Inc.
 Linde Healthcare Staffing, Inc.
 Jim Kendall and Associates, LLC
 Staffco Holdings, Inc.
 Club Staffing, LLC
 Club Staffing, LLC
 National Healthcare Staffing, LLC
 M&E Affiliates, Inc. DBA: TVL Healthcare
 Radiologic Enterprises, Inc. DBA: Resources On Call, LLC
 Resources On Call, LLC
 Nursefinders Restorative Care Services, Inc.
 Nursefinders Acquisitions, LLC
 Kendall & Davis
 Pharmacy Choice, LLC
 Rx ProHealth, LLC
 DBA: AMN Services of Arizona
 DBA: Worldview Healthcare, Inc
 DBA: AMN Services of New Jersey Limited Liability Company
 DBA: F/K/A Worldview Healthcare, Inc.

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED AMN Healthcare, Inc.	
POLICY NUMBER See Certificate Numbe 570087058290			
CARRIER See Certificate Numbe 570087058290	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**Full Named Insured Schedule:**

DBA: AMN Staffing Services of New Jersey
DBA: Intech Staffing
DBA: Merritt, Hawkins and Associates of New York, LLC
DBA: Nursefinders of Alabama, LLC
DBA: Nursefinders of Arizona, LLC
DBA: Nursefinders of Missouri, LLC
DBA: Nursefinders of New York, LLC
DBA: Nursefinders of Rhode Island, LLC
Nursefinders of Vermont, LLC
Origin, Inc. DBA Shiftwise
Onward Healthcare, LLC
Onward Healthcare of Missouri, LLC
Onward Healthcare of New Jersey LLC
Onward Healthcare Staffing, LLC
Onward Healthcare, Inc.
Medefis, Inc.
Locum Leaders, LLC
Avantas, LLC
Shiftwise, Inc
DBA: Nursefinders of Cherry Hill
DBA: Nursefinders of Verona
DBA: Nursefinders of Wisconsin, LLC
DBA: Rx Pro Health of Michigan, LLC
DBA: Rx Pro Health of New Jersey Limited Liability Company
DBA: Rx Pro Health of Pennsylvania, LLC
DBA: Rx Pro Health of Tennessee, LLC
AMN Staffing Services of Alabama, LLC
Onward Healthcare Staffing
The First String Healthcare
MillicanSolutions
MillicanSolutions, LLC
B.E. Smith International
B.E. Smith, LLC
B.E. Smith Interim Services, LLC
B.E. Smith, Inc. of Kansas
Josem Holdings, Inc.
HealthSource Global Staffing
Healthsource Global Staffing Corporation
Peak Government Services, LLC
Peak Health Solutions, Inc. Of Louisiana
AMN Leadership Solutions, Inc.
AMN Vision Services, LLC
AMN Workforce Solutions, LLC
Phillips DiPisa & Associates, LLC
Leaders for Today, LLC
DBA: Advanced Medical Personnel Services LLC
Stratus OPI, Inc.
Stratus Video, LLC.
Stratus Interpreting, LLC.
Stratus Audio, Inc.
Stratus InDemand, Inc.
B4Health, LLC
FKA MedPartners HIM, LLC
DBA: Advanced Medical Personnel Service, Inc.



Staefe, Bertha <bertha.staefe@myoneclay.net>

Advanced Medical Personnel Service

1 message

Staefe, Bertha <bertha.staefe@myoneclay.net>

Mon, Apr 19, 2021 at 11:10 AM

To: Melanie Sanders <melanie.sanders@myoneclay.net>, Catherine Settle <catherine.settle@myoneclay.net>

Cc: Susan Legutko <susan.legutko@myoneclay.net>, Sonya Findley <sonya.findley@myoneclay.net>, Michelle Larson <michelle.larson@myoneclay.net>, "Thornton, Janna" <janna.thornton@myoneclay.net>

It has come to our attention that the District is receiving services from Advanced Medical Personnel Services without a District Purchase Order & Contract in place. Previous years show that the District and Vendor had a PO & Contract in place for these services (see attached).

To date this vendor has been paid \$658,307 (see attached). Contracts over \$100,000 and Purchase Orders over \$500,000 must be Board approved per Purchasing Policy. If services are still needed for the remainder of the year a Board approved Contract & PO need to be done.

It is imperative that the District have the correct documentation in place before services are rendered. If you need assistance please contact the Purchasing Department.

Bertha Staefe

Supervisor of Purchasing, Property Control and Print Center

Clay County District Schools

phone 904-336-6736| ext 6 6736

email bertha.staefe@myoneclay.net

2 attachments



200058 Advance Medical Personnel Svc.pdf
10222K



Advanced Medical Paid Invoices.pdf
29K