

APPROVED

180085

AGREEMENT / CONTRACT REVIEW FORM

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

Date Submitted: 7.11.17
 Contact Name (Person Overseeing the Contract): Terry D. Roth Telephone Number: 904-529-4977
 School/Department Submitting Contract: County Office/Exceptional Student Education
 Vendor Name: First Coast Mobile Audiology, LLC
 Contract Title: Audiological Therapy Services Contract – FY 2017-2018
 Contract Type: New Renewal Amendment Extension
 Date Original Contract Approved: 08/31/2006 Prior Year's Pricing: 63,000.00
 Contract Term: July 1, 2017 - June 30, 2018 Renewal Option(s):
 Contract Cost: \$63,000 Payment Schedule (Are the payments made monthly, when task is finished, etc): Monthly
 Funding Source: 0100.5200.0310.9005.0000

Strategic Plan Tie-in Explanation: Services are required under the Individuals with Disabilities Education Act (IDEA).

Background/Discussion/Research/Alternatives: This contract provides audiological services to eligible ESE 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 a piecemeal approach and ensures continuity of services for SWD and supporting staff.

RECEIVED
 PURCHASING

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED If more space is needed, please attach word document.

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *
*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.

Approvals		Comments	
Superintendent:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>		
Review Date:			
District Attorney:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>		
Review Date:	7/19/17		
Information & Technology:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>		
Review Date:	7/20/17		
Finance:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>		
Review Date:	7/19/17		
Insurance Certificate:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>		
Review Date:	7/19/17		
Purchasing:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>		Same as prior year
Review Date:	7/12/17		

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

INTENT: It is the intent of the School Board of Clay County, Florida (School Board) to contract with **First Coast Mobile Audiology, LLC** (Contractor), a qualified company or qualified individual to provide Audiological services under the terms and conditions as contained herein.

PROOF OF QUALIFICATIONS: Copies of Valid Certification under Chapter 468, Part I, Florida Statutes. These copies shall be submitted prior to execution of this contract. If for reasons that are beyond the company's or individual's control (application for Certification was made on timely basis but no response has been received) proof of qualifications cannot be provided by the time services are required, a copy of all correspondence and a copy of the application must be submitted. The School Board's Human Resources Division shall contact the appropriate State Agency to determine if the individual meets the criteria required and that the State shall issue the necessary certification. A Contract cannot be executed without copies of the Contractor's Certification in Audiology or proof of the Contractor's timely application.

PROOF OF INSURANCE COVERAGE: Insurance certificates as specified herein shall be Submitted on or before the date services are provided. Failure to provide these documents will result in cancellation of contract.

Audiological services provided by Contractor shall commence on **July 1, 2017 through June 30, 2018** unless and until qualified Audiologist(s) are employed by the School Board.

The School Board reserves the right to employ Audiologists under employee contract and should this occur to adjust the number of audiologists under contract. The Contractor shall be given a minimum two weeks notice should this occur.

It is recommended that you examine all contract requirements thoroughly. Any questions you have should be directed as follows:

Terry D. Roth, Director ESE and Student Services

or

Susan Heaps, Speech/Language Specialist

Exceptional Student Education

904-284-6509

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

FIRM'S/INDIVIDUAL'S ORGANIZATION FORM

Contracts shall be considered only from individuals who are regularly engaged in the business of providing the services as described herein and have a good record of performance for a reasonable period of time. A description of the Contractor's experience shall be submitted on this form and shall, at a minimum, contain the following information:

- 1) Number of years of experience – *See below*
- 2) Brief description of related work experience – *See below*
- 3) A minimum of two references - references should be organizations similar to the School Board in size and type of operation – *See below*

First Coast Mobile Audiology, LLC - Melisa Sharpe, Au.D.
2017-2018

Organizational Form

I have been practicing audiology for 15 years. My experience has taken place in clinics, hospitals, ENT offices and the school system. I have worked with children and adults during this time. I have been with Clay County Schools for four years now. My job mostly entails audiologic and auditory processing evaluations, fitting hearing aids and FM systems, educating teachers, making earmolds and servicing equipment for all hearing impaired students as well as those diagnosed with an auditory processing disorder.

References

Susan Heaps, Clay County Schools, Work: 529-4934, Cell: 424-0767

Jennifer White, SLP, Orange Park Medical Center, Work: 682-4632

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

Qualifications

Contractor providing the services herein noted shall hold valid Certification under Chapter 468, Part I, Florida Statutes. Contractor's providing services under this contract must be knowledgeable of the purpose of Audiological Services in public school setting and must be expert in identification and assessment, amplification, hearing loss and program management.

Contact Time With Children - Contact time shall include Audiological evaluations, hearing aid evaluations, and classroom amplification as authorized by the School Boards Director of Exceptional Student Education and Student Services or designee. Audiologist shall deliver services for a maximum of 7.5 hours per day, in keeping with the assigned school's teacher hours. Should a change from the assigned school's student attendance hours or teacher hours be necessary, a letter of request along with an approval letter from the principal or designee should be sent to the Director of Exceptional Student Education and Student Services or designee for final approval. This approved change shall then become an addendum to the contract.

Additional Time - Staffing, consultation, parent conferences, Individual Educational Plan (IEP) Reviews, etc., on an as needed basis and as authorized by the Director of Exceptional Student Education and Student Services or designee. Audiologist shall work, under this contract, only on student attendance days and Planning Days during the school year as established on the school calendar. In-service Days are not working days. Any other additional time needs to be preauthorized by the Director of Exceptional Student Education and Student Services or designee.

Contractor's Responsibilities and Duties Include:

1. Perform comprehensive, educationally relevant hearing evaluations.
2. Interpret Audiological assessment results to other school personnel
3. Ensure the proper fit and functioning of hearing aids and other auditory devices.
4. Manage the use and calibration of audiometric equipment.
5. Provide services in the use and care of amplification, including cochlear implants, and self-management of hearing needs.
6. Make recommendations about the use of hearing aids, cochlear implants, assistive listening devices, group and classroom amplification.
7. Provide in-service training on hearing and hearing impairments and their implications to school personnel, students, and parents.
8. Assist in program placement as a member of the educational team to make specific recommendations for auditory and communications needs.
9. Assess central auditory function.
10. Make appropriate medical, educational, and community referrals.
11. Coordinate hearing screening programs for preschool and school-aged students.
12. Collaborate with school, parents, teachers, special support personnel, and relevant community agencies and professionals to ensure delivery of appropriate services.
13. Make recommendations for assistive devices for students with hearing impairments.
14. Complete all paperwork necessary for Medicaid claims and reimbursement.

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

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

1. Forfeiture to the School Board of any salary paid by any entity other than the School Board to an Audiologist for providing services performed pursuant to this contract.
2. Evidence of the evaluation of the quality of Audiological services provided shall be available to the Director of Exceptional Student Education and Student Services or designee upon request.
3. Use of Audiologist's license for Medicaid filings and reimbursements.

Location(s) of Delivery of Services

Delivery of services shall occur on campuses of Clay County Schools as assigned by the Director of Exceptional Student Education and Student Services or designee.

Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines, punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by the acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, materialman or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board for any negligence on the part of the School Board, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefits acts, other employee benefit acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

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) or designee to whom the Audiologist is assigned and shall be submitted to the School Board for payment each month.

During the term of this Contract, Contractor shall procure and maintain with a carrier authorized to do business in Florida and acceptable to the School Board, public liability and malpractice insurance coverage in the following amounts: two hundred thousand dollars (\$200,000) per person; five hundred thousand dollars (\$500,000) per occurrence with one million dollars

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

(\$1,000,000) umbrella coverage. The School Board shall be additionally named as insured under the Contractor's Professional Liability Insurance Policy. In addition, the Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance that fully complies with the Florida Workers Compensation Law. In case any employee engaged in work under this contract is not protected under the Workers Compensation Statute, the Contractor shall provide adequate insurance for the protection of their employee not otherwise protected. As evidence of such coverage, Contractor shall furnish the School Board with a certificate of Insurance prior to commencing services under the Contract. Contractor shall provide for a minimum of thirty (30) days written notice of change or cancellation of said insurance to the School Board.

Contractor agrees to enroll in E-Verify. All new employees assigned by the contractor to perform work pursuant to this contract shall have their citizenship verified through E-Verify and shall be verified as employment eligible within 3 business days after the date of hire. Said verification shall be supplied to the School Board upon receipt.

Contractor shall ensure compliance with title VI of the Civil Rights Act of 1964.

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.

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

1. Priorities of service
2. Communication procedures
3. Referral, screening, evaluation, staffing, scheduling, and dismissals
4. Record keeping and reporting
5. Confidentiality
6. Development, maintenance, review of the required Individual Educational Plan (IEP)

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

This contract shall cover the period July 1, 2017 through June 30, 2018 with the option to renew for additional periods by mutual agreement in writing.

Contracts shall not be accepted from individuals presently under employee contract with the School Board.

The School Board may by written notice to the Contractor, terminate this Contract, if the Contractor has been found to have failed to perform the obligations under this contract in a manner satisfactory to the School Board as per requirements specified. The date of termination shall be stated in the notice. The School Board shall be sole judge of non-performance.

Failure by the Contractor to comply with this contract shall give the School Board the right to cancel this contract, but waiver of this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claims for damages resulting from such default or breach of contract.

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under his sole direction and not an employee or agent of the School Board. The Contractor shall supply competent and capable personnel and the School Board reserves the right to require the Contractor to remove any employee it deems careless, incompetent, or otherwise objectionable and whose continued presence on School Board property is not in the best interest of the School Board. Each employee shall have proper identification. Each employee shall at no cost to the School Board undergo Level 2 fingerprinting and pass background screening as required by §1012.465 or 1012.467, Fla. Statute, prior to entering upon school grounds.

In accordance with the conditions and specifications contained herein we hereby agree to provide Audiological services to the School Board as follows:

- Rate Per Hour \$ 75.00
- The School Board agrees to reimburse mileage to and from schools at the current approved rate.

The School Board shall be billed on a monthly basis for hours worked. Payment of invoices shall be made in accordance with the payment terms set forth in the Florida Prompt Payment Act, Fla. Statute 218.73.

Contractor shall furnish the following documents prior to execution of this Contract.

- | | |
|-----------------------------------|----------------------------|
| | Check Below if Attached |
| A. Proof of Certification (s) | <u> ✓ </u> |
| B. Proof of Insurance coverage | <u> ✓ </u> |
| C. Contractor's Organization Form | <u> ✓ </u> SEE pg. 2 |
| D. Mandated Forms | <u> ✓ </u> |

Attachments:

- ✓ School Board's Exceptional Student Education Audiologist's Log of Hours Worked
- ✓ Current School Calendar

CONTRACTOR:

SCHOOL BOARD OF CLAY COUNTY, FL.

Melina Shroyer 7/12/17
Authorized Signature Date

By: _____
As directed by:
The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
Telephone: 904-284-6500

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

THE ATTACHED MANDATED FORMS MUST BE COMPLETED AND SIGNED:

REQUIRED FORMS (ATTACHED AND DESCRIBED BELOW) - PLEASE EXECUTE AND INCLUDE WITH PROPOSAL

- 1-CERTIFICATION REGARDING NON-DISCRIMINATING
- 2-CERTIFICATION REGARDING LOBBYING
- 3-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 4-DRUG-FREE WORKPLACE CERTIFICATION

PLEASE NOTE THE FOLLOWING PUBLIC ENTITY CRIME STATEMENT:

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.

DISCRIMINATION: 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.

IF APPLICABLE, IT SHOULD BE NOTED THAT THE PROGRAM/PROJECT REQUIRING THE SOLICITATION OF THIS BID IS BEING FUNDED BY THE PERCENTAGE OF FEDERAL FUNDS LISTED BELOW:

_____ %

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

CERTIFICATION REGARDING NON-DISCRIMINATING

THE UNDERSIGNED ASSURES THAT IT WILL 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 COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

Waleen Sharpe

7/12/17

AUTHORIZED SIGNATURE OF VENDOR

DATE

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR 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 AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR 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 MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.



7/12/17

AUTHORIZED SIGNATURE OF VENDOR

DATE

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

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 CFT PART 85, SECTION 95.105 AND 85.110.

1. THE VENDOR (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 WILL 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.
 - 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; AND
2. WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENT IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS BID PACKAGE.

AS DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATION.

NAME OF VENDOR First Coast Mobile Audiology, LLC

Melsa Sharpe, Aud. Audiologist
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: Melsa Sharpe DATE: 7/12/17

AUDIOLOGICAL THERAPY SERVICES CONTRACT – FY 2017-18

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.07, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid 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 will be followed if none of the tied vendors have a drug-free workplace program, 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 will 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 will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME First Coast Mobile Audiology, LLC

VENDOR'S SIGNATURE Melissa Shayer

Not Rated

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT**

Additional Insured – Healthcare Professional or Entity

In consideration of the additional premium paid, and subject to the Professional Liability limit of liability shown on the **certificate of insurance**, it is agreed that the **PROFESSIONAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the "additional insured") is an insured under this Coverage Part but only as respects its liability for **your medical incidents** and solely to the extent that:

1. a **professional liability claim** is made against **you** and the additional insured; and
2. In any ensuing litigation arising out of such **claim, you** and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for a **medical incident** that is the direct liability of the additional insured.

Additional Insured:

School Board of Clay County
900 Walnut St
Green Grove Springs, FL 32043

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.
1	619520847

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	ENDORSEMENT EFFECTIVE DATE
Melisa H Sharpe	08/12/2017



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE POLICY FORM

Print Date: 7/10/2017

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0619520847 from 08/12/17 to 08/12/18 at 12:01 AM Standard Time

Named Insured and Address:
Melisa H Sharpe
1065 Meadow View Ln
St Augustine, FL 32092-1055

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpsso.com

Medical Specialty:
Audiologist

Code:
80716

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$ 3,000,000 aggregate

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-121503-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

<u>FORM #</u>	<u>DESCRIPTION</u>
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



159 East County Line Road • Harboro, PA 19040-1218
1-800-982-9491 • Fax 1-800-739-8818 • www.hpso.com

07/10/17

Melisa H Sharpe
1065 Meadow View Ln
St Augustine, FL 32092-1055

Dear Melisa H Sharpe:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a division of Affinity Insurance Services, Inc.; in NY and NH, AIS Affinity Insurance Agency; in MN and OK, AIS Affinity Insurance Agency, Inc.; and in CA, AIS Affinity Insurance Agency, Inc. dba Aon Direct Insurance Administrators License #0795465.

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INDIVIDUAL INFORMATION

Melisa Sharpe, AuD, FAAA

Board Certified in
Audiology

Certificate #858



BC Expiration Date:
01/31/2019

 Print

American Academy of Audiology
11480 Commerce Park Drive, Suite 220, Reston, VA 20191
800-222-2336 · info@audiology.org · www.audiology.org

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Melissa Sharpe

2 Business name/disregarded entity name, if different from above
First Coast Mobile Audiology, LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1065 Meadowview Ln

6 City, state, and ZIP code
St. Augustine FL 32092

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[Redacted]

Or
Employer identification number
35-2572234

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Melissa Sharpe* Date ▶ *7-11-17*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.