



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2018-10-16 10:05 - Regular School Board Meeting

AGENDA ITEM: ITEMS

CATEGORY: EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT: Procurement & Warehousing Services

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

ITEM No.:
EE-1.

TITLE:
Second Amendment to Agreement and Additional Spending Authority - 58-132E - Electronic Management System

REQUESTED ACTION:
Approve the recommendation to award the above Second Amendment to Agreement. Contract Term: July 1, 2016 through June 30, 2021, 4 Years; 11 Months; User Department: Exceptional Student Learning Support; Additional Requested Amount: ~~\$597,250~~^{\$598,750}; New Award Amount: \$3,711,250 Awarded Vendor(s): Public Consulting Group, Inc. (PCG); Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
The basis of the amendment is to enhance the Electronic Management System Computer Software by adding a parent portal called EDPlan Connect. It allows for automatic translation of messages into their native language, the ability to electronically sign documents and preview the draft IEP as well as to sign Parent Medicaid Consent forms. It allows for increased parental participation in their child's education and access to their child's finalized documents when necessary. Based on a security review, this recommendation is brought forth after the Exceptional Student Learning Support Department took a pause from previous access procedures, analyzed possible solutions and are now bringing forth this solution giving parents a secure method to access their child's documents.
This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
The additional spending authority requested of ~~\$597,250~~^{\$598,750} will be taken from Digital Classrooms Plan allocations that reside in the Digital Classroom budget. This brings the remaining amount to be paid from the Digital Classrooms Budget for the contract to \$822,250. The remaining amount to be paid from the Medicaid budget for the contract is \$1,707,000 for a total remaining spend of \$2,529,250 and total contract spend of \$3,711,250*.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Approved ARF 5-8-2018 SBOM EE-13 (4) Financial Analysis Worksheet

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Antoine Hickman	Phone: 754-321-3456
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **OCT 16 2018**
By: *Nora Kupert*
School Board Chair

Signature
Maurice Woods
10/5/2018, 10:30:19 AM

EXECUTIVE SUMMARY

Second Amendment to Agreement 58-132E - Electronic Management System Agreement with Public Consulting Group

This request is to approve the Second Amendment to the Agreement between Public Consulting Group, Inc. (PCG) and The School Board of Broward County, Florida, that expires on June 30, 2021. The Agreement was approved on June 28, 2016, as Item#8, with a contract term of July 1, 2016 through June 30, 2021, with a spending authority of \$2,845,000. The First Amendment to Agreement was approved on May 8, 2018, SBOM item EE-13, with an approved spending authority of \$269,000 bringing the total spend to \$3,114,000. This amendment to the contract is requesting the increase of ~~\$597,250~~ \$598,750 bringing the total spend to ~~\$3,711,250~~ \$3,712,750.

The basis of the amendment is to enhance the EMS Computer Software by adding a parent portal called EDPlan Connect. It allows for the automatic translation of messages into their native language, the ability to electronically sign documents and preview the draft IEP as well as to sign Parent Medicaid Consent forms. It allows for increased parental participation in their child's education and access to their child's finalized documents when necessary. Based on a security review, this recommendation is brought forth after the Exceptional Student Learning Support Department took a pause from previous access procedures, analyzed possible solutions and are now bringing forth this solution giving parents a secure method to access their child's documents

Project Description

- Benefits of EDPlan Connect includes:
- Increased compliance for special education and Medicaid,
- Full transparency regarding student's eligibility, IEP, and service information, as well as visibility of all finalized documents on the student's record,
- Increased parent participation with automatic translations for families in their native language,
- Allow for parents to electronically sign and pre-sign documents,
- Parent Medicaid Consent forms signed by parents will automatically create an event on the student's history to help with Medicaid reimbursement, and
- A Secure place for individuals to complete required actions and provide feedback.
- Access for parents of all students to view and sign all documents currently available on the system,
- Up to five (5) voice/text alerts per student per year (based on total student count - 271,517), and Translated email notifications and portal menus.

This Agreement with PCG is for expenses related to:

- Hosting and maintenance of the system
- Licensing fee for the use of the modules
- Exchange of data with the Medicaid billing system
- Addition of EDPlan Connect, a parent portal to documents

Managing Department/School

Exceptional Student Learning Support

**Second Amendment to Agreement
 58-132E - Electronic Management System Agreement with Public Consulting Group
 October 2, 2018 Board Agenda
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Financial Impact

The additional spending authority requested of ~~\$597,250~~ \$598,750 will be taken from Digital Classrooms Plan allocations that reside in the Digital Classroom budget.

Funding Sources (five (5) years):

Medicaid	\$2,845,000
Digital Classrooms Plan	\$ 822,250 <u>\$823,750</u>
Gifted	\$ 44,000
Total	\$3,711,250 <u>\$3,712,750</u>

The current spending authority is detailed below:

Spending Authority Needed	\$ 3,711,250 <u>\$3,712,750</u>
Less Current Approved Spend	(\$3,114,000)
Difference	—\$597,250 <u>\$598,750</u>

See allocation of spending authority per year below:

<i>Agreement</i>	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
EdPlan IEP, Behavior, Eligibility & Reevaluation, Calendar	\$405,783	\$405,783	\$405,783	\$405,783	\$405,783
Gifted	\$38,792	\$38,792	\$38,792	\$38,792	\$38,792
PSSP	\$5,525	\$5,525	\$5,525	\$5,525	\$5,525
Advanced Reporting	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800
Development Bank Year 1 (325 hours)	\$33,000				
Development Bank Year 2-5 (125 hours)		\$33,000	\$33,000	\$33,000	\$33,000
Medicaid Data Exchange	\$12,600	\$12,600	\$12,600	\$12,600	\$12,600
EasyFax/SmartScan	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Paperclip	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
<i>Contract Amendment 1</i>					
Gifted Development		\$44,000			
<i>SHI App Development</i>					
IIA			\$150,000		
Hosting			\$50,000		
IIB			\$25,000		
<i>Contract Amendment 2</i>					
Hosting				\$50,000	\$50,000
EDPlan Connect			\$165,750 <u>\$166,250</u>	\$165,750 <u>\$166,250</u>	\$165,750 <u>\$166,250</u>

Spending Authority Needed	\$569,000	\$613,000	\$959,750 <u>\$960,250</u>	\$784,750 <u>\$785,250</u>	\$784,750 <u>\$785,250</u>
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The total new spending authority will be the required total of ~~\$3,711,250~~ \$3,712,750.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 16th day of October, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PUBLIC CONSULTING GROUP, INC.
(hereinafter referred to as "PCG"),
a foreign profit corporation authorized
to do business in the State of Florida
having its principal place of business at
148 State Street, 10th Floor, Boston, Massachusetts 02109

WHEREAS, SBBC and PCG entered into an Agreement dated June 28, 2016 (hereafter "Agreement"); and

WHEREAS, the parties amended the Agreement on May 8, 2018 through a First Amendment to Agreement; and

WHEREAS, the Agreement provides licensing for an internet-based Electronic Management System ("EMS Computer Software") for Individual Education Plans, Gifted Education Plans and Service Plans for Private School students and assists administrators and teachers with the reporting requirements of the Individuals with Disabilities Education Act of 2004, (9PL 105-17) ("IDEA"), and the license to access PCG's related proprietary systems and documentation including, but not necessarily limited to EasyFAX, SmartScan, the Gifted Module, Paperclip, Advanced Reporting and Behavior Plus; and

WHEREAS, the parties mutually desire to enhance the EMS Computer Software by adding a parent portal called EDPlan Connect; and

WHEREAS, the parties mutually desire to further amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Second Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

Section 2.03 and Subsections 2.03.1 and 2.03.2 of the Agreement are hereby revised as follows:

2.03 Pricing and Payment

2.03.1 **Pricing**. The pricing as detailed in **Attachment A**, constitutes a fixed cost for all licensed software, implementation, customization services, maintenance, support services, materials and services, instructional end-user and administrator training costs and any PCG or third party products for the Initial Term. The Parties agree that the firm fixed costs (a/k/a "Fixed Cost") shall not include any products, services or expenses not specified in **Attachment A** and is dependent upon both Parties fulfilling their respective obligations hereunder. In the event the Parties elect to extend the Term of this Agreement, the Parties agree that the pricing for Annual Support and Maintenance (**on Attachment A**) shall not be increased. The pricing as detailed in **Attachment C**, constitutes a one-time fee for the development of an Interim EP for the Gifted Development Plan and is dependent upon both Parties fulfilling their respective obligations hereunder. The pricing as detailed in **Attachment D**, constitutes the costs associated with the project development and ongoing hosting and support for the Student Impacts Information (SII) Application and is dependent upon both Parties fulfilling their respective obligations hereunder. The pricing as detailed in **Attachment E**, constitutes the costs associated with the project development and ongoing hosting and support for the EDPlan Connect Parent Portal and is dependent upon both Parties fulfilling their respective obligations hereunder.

2.03.2 **Payment**. In consideration of the licenses granted by PCG to SBBC under this Agreement, SBBC shall pay the fee of \$569,000.00 (set forth in **Attachment A**) in four (4) installments of \$142,250.00 due to PCG on a quarterly basis for satisfactory service under the terms of this Agreement. SBBC shall pay the fee of \$44,000 within thirty (30) days of receipt of appropriate invoice, upon commencement of the First Amendment to Agreement (See **Attachment C**). SBBC shall pay the fee of \$225,000 in two (2) installments of \$150,000 within thirty (30) days of receipt of an appropriate invoice, upon commencement of the First Amendment to Agreement and \$75,000 shall be paid on or after July 1, 2018 (See **Attachment D**). SBBC shall pay the fee of \$166,250 in four (4) installments of \$41,562.50 due to PCG on a quarterly basis for satisfactory service under the terms of this Second Amendment (See **Attachment E**). Should this Agreement be terminated prior to the expiration of the term of this Agreement, such pre-paid fees shall be pro-rated and refundable for the remaining unused term of this Agreement.

3.17 **Incorporation by Reference**. **Attachments A, B, C, D and E**, the latter of which is attached to the Second Amendment, shall be deemed to be incorporated into this Agreement by reference.

1.03 **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of

the following documents shall take precedence in this order:

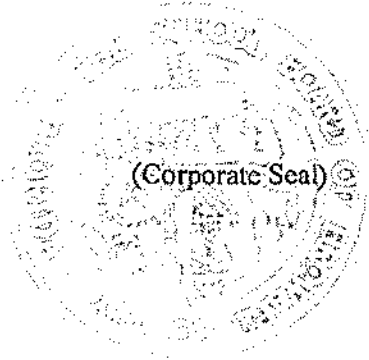
- a) This Second Amendment to Agreement;
- b) the First Amendment to Agreement; and
- c) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Nora Rupert*
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 09/06/2019
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR PCG

(Corporate Seal)

PUBLIC CONSULTING GROUP, INC.

ATTEST:

By Amy W Smith
Signature

, Secretary

Printed Name: Amy W Smith

Title: Manager

-or-
Denara Lewis
Witness

Kyle Kelly
Witness

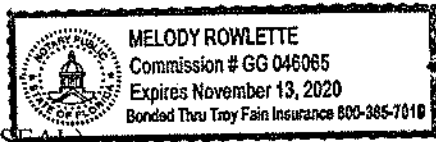
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of September, 2018 by Amy W. Smith of Public Consulting Group, Inc.
Name of Person

on behalf of the corporation/agency. He/She is personally known to me or produced North Carolina Driver License as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:



Melody Rowlette
Signature - Notary Public

Melody Rowlette
Printed Name of Notary

Notary's Commission No.

S:/v/allwork-use/contracts/review/1819year/180824publicconsulting

Attachment – E

Cost described below is an annual fee for EDPlan Connect.

Description	ESE Student Count	Cost per Student	Price
Annual Fee	35,000	\$5.00	\$175,000
One-Time Implementation Fee			\$3,500
<i>SUBTOTAL</i>			<i>\$178,500</i>
Waived One-Time Implementation Fee			-\$3,500
Annual Fee Discount	35,000	-\$0.25	-\$8,750
TOTAL			\$166,250

EDPlan Connect pricing includes:

- Access for parents of all students to view and sign all documents currently available on the system,
- Up to 5 voice/text alerts per student per year (based on total student count ~271,517), and
- Translated email notifications and portal menus.



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-13.

MEETING DATE	2018-05-08 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request
<input type="radio"/> Yes <input checked="" type="radio"/> No

Time

Open Agenda
<input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:

Recommendation to Approve First Amendment - 58-132E - First Amendment to Electronic Management System Agreement with Public Consulting Group

REQUESTED ACTION:

Approve the First Amendment to the Agreement. Contract Term: July 1, 2016 through June 30, 2021, 4 Years; 11 Months; User Department: Exceptional Student Learning Support; Additional Requested Amount: \$269,000; New Award Amount: \$3,114,000; Awarded Vendor(s): Public Consulting Group, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

This amendment was created to facilitate enhancements to the Gifted Education Plan through the development of an Interim EP, and the development of a Student Impacts Information (SII) Application. The amendment to the agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$269,000. The contract award amount was for \$2,845,000. The request is to increase the spending authority by \$269,000, bringing the new contract value to \$3,114,000. The funding source for \$44,000 will come from Innovative Learning Department's budget and \$225,000 will come from the Digital Classroom Plan. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) First Amendment Agreement (3) Financial Analysis Worksheet

BOARD ACTION: <div style="font-size: 24pt; font-weight: bold; margin: 5px 0;">APPROVED</div> <small>(For Official School Board Records Office Only)</small>

SOURCE OF ADDITIONAL INFORMATION:	
Name: Dr. Daryl Diamond	Phone: 754-321-2630
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods
 4/27/2018, 11:42:12 AM

Approved In Open Board Meeting On:

MAY 08 2018

By: *Nora Rupert*
 School Board Chair

