



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-12-10 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

ITEM No.:

EE-6.

TITLE:

Recommendation for Additional Spending Authority - 58-080E - Healthcareer Certification Testing

REQUESTED ACTION:

Approve the additional spending authority for the above agreement. Contract Term: February 23, 2017 through February 21, 2020, 3 Years; User Department: Career, Technical, Adult, & Community Education Additional Requested Amount: \$209,860; New Award Amount: \$524,860; Awarded Vendor(s): ABC Institute, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

The National Healthcareer Association (NHA) collaborates with educational institutions nationwide with over 350,000 certified individuals. It is one of the largest certification and continuing education providers. NHA works with health training institutions, hospitals, unions, and the United States Defense Department; it has approved over 2400 training/testing locations throughout the United States and in several countries. NHA is the industry certification agency that provides students in all high school and technical schools that offer health science.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$209,860. The contract award amount was for \$315,000. The request is to increase the spending authority by \$209,860 bringing the new contract value to \$524,860. The funding source will come from the Carl D. Perkins Secondary Grant. 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) Financial Analysis Worksheet (3) Original Executed Documents (4) Memo to Revise

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

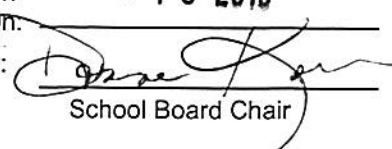
SOURCE OF ADDITIONAL INFORMATION:

Name: Guy Barmoha	Phone: 754-321-2119
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: **DEC 10 2019**

By: 
School Board Chair

Signature


Maurice Woods
12/6/2019, 2:00:28 PM


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

December 4, 2019

TO: School Board Members

FROM: Maurice L. Woods 
Chief Strategy & Operations Officer

VIA: Robert W. Runcie 
Superintendent of Schools

SUBJECT: **REVISION TO EE-6, RECOMMENDATION FOR ADDITIONAL SPENDING AUTHORITY – 58-080E – HEALTHCAREER CERTIFICATION TESTING, FOR THE DECEMBER 10, 2019, SCHOOL BOARD OPERATIONAL MEETING**

Attached is a revision to EE-6, Recommendation for Additional Spending Authority – 58-080E – Healthcareer Certification Testing, for the December 10, 2019, School Board Operational Meeting.

Exhibits:

- Replaced Financial Analysis Worksheet

RWR/MLW:bm
Attachment

cc: Senior Leadership Team

EXECUTIVE SUMMARY

Recommendation for Additional Spending Authority 58-080E – Healthcareer Certification Testing

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the Additional Spending Authority for the Agreement between National Healthcareer Association, Inc. (NHA), and The School Board of Broward County, Florida (SBBC). The Agreement was approved by the School Board at the RSBM on February 22, 2017, under Item EE-6 for three (3) years starting February 23, 2017 through February 21, 2020, with an approved spending authority of \$315,000.

Each year Health Science teachers who administer industry certifications from NHA, namely CMAA - Certified Medical Administrative Assistant, and CET, Certified EKG Technician send their requests for study guide/exam orders. The numbers requested are matched to the enrollment in their Health Science Classes. The total requested for this Agreement has exceeded the estimated amount requested.

The additional spending being requested is \$209,860.

Goods/Services Description

Responsible: Career, Technical, Adult & Community Education (CTACE)

NHA collaborates with educational institutions nationwide with over 350,000 certified individuals. It is one of the largest certification and continuing education providers. NHA works with health training institutions, hospitals, unions, and the United States Defense Department; it has approved over 2400 training/testing locations throughout the United States and in several countries. NHA is the industry certification agency that offers students in all high school and technical schools Health Science programs, Industry Certification Assessments, and Online Practice Materials. The assessment products leading to industry certification are Certified Medical Administrative Assistant, Medical Assistant, and Electrocardiogram Technician. The evaluation plan entails data reports provided to the Career, Technical, Adult & Community Education (CTACE) staff detailing usage attempts and results for industry certification attainment. Student attainment of industry certifications will be reviewed to ensure that appropriate teacher professional development and student resources are strategically developed and planned. The research methodology includes curriculum frameworks and, of study, as delineated by The Florida Department of Education for program completion.

Procurement Method

Responsible: PWS

Pursuant to the Department of Education, Rule 6A-1.012, 12(d), Florida Administrative Code as authorized by Section 287.057, 3(c), Florida Statutes, and Purchasing Policy 3320, Section II, I, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of goods/services available only from a single source. NHA is the certifying agency and sole provider of this service and has serviced the District for more than ten (10) years, which has provided a service that is important to the continuous development and growth of the District.

Procurement & Warehousing Services (PWS) is currently working with CTACE to finalize the new agreement that will be presented to the School Board for approval in January 2020.

Recommendation for Additional Spending Authority
58-080E – Healthcareer Certification Testing
December 10, 2019 Board Agenda
Page 2

Financial Impact
Responsible: PWS and CTACE

The additional spend being requested is \$209,860, as detailed below. The funds will come from the Carl D. Perkins Secondary Grant.

Additional Spend Requested

(A) Amount to cover certifications through to contract expiration \$152,000 (rounded).

	# to order	Unit Cost	Total Cost
CMAA Study Guides	547	\$ 69	\$ 37,743
CMAA EXAMS	449	\$ 117	\$ 52,533
CET/EKG Study Guides	416	\$ 69	\$ 28,704
CET/EKG EXAMS	277	\$ 117	\$ 32,409
Total cost for order			\$ 151,389

(B) Amount to cover Purchase Order (PO) coded incorrectly \$57,860.

PWS systematically reviews purchase orders completed to ensure orders are processed to the correct bid and in accordance with SBBC policies and procedures. During one of these reviews, it was identified that PO#4519008664 in the amount of \$57,860 was incorrectly coded, which resulted in the total spend exceeding the amount approved by the School Board. This request is to request approval of this transaction.

(A + B) Total Amount requested **\$ 209,860**

Financial Impact Table:

Action	Date	Term (years)	Amount
Original spending authority request	2/22/2017	3	\$ 315,000
Additional spending authority	12/10/2019		\$ 209,860
New total contract amount		3	\$ 524,860

Upon approval of this item, the new total spend will be \$524,860. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Feb 22 2017 10:35AM - Regular School Board Meeting
AGENDA ITEM	OPEN 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

ITEM No.:
EE-6.

TITLE:
Direct Negotiation Recommendation of \$500,000 or Less - Healthcareer Certification Testing

REQUESTED ACTION:
Approve the direct negotiation agreement to the above contract. Contract Term: February 23, 2017, through February 21, 2020, 3 Years User Department: Career, Technical, Adult and Community Education Department (CTACE) Award Amount: ~~\$270,000~~ \$315,000 Awarded Vendor(s): Assessment Technologies Institute, LLC, d/b/a National Healthcareer Association Minority/Women Business Enterprise Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
The National Healthcareer Association (NHA) collaborates with educational institutions nationwide with over 350,000 certified individuals. It is one of the largest certification and continuing education providers. NHA works with health training institutions, hospitals, unions, and the United States Defense Department; it has approved over 2400 training/testing locations throughout the United States and in several countries. NHA is the industry certification agency that provides students in all high school and technical schools that offer health science programs, industry certification assessments, and online practice materials. This Agreement will allow our students exposed to NHA curriculum to become certified and better able to become employed upon graduation. 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 estimated financial impact to the District will be ~~\$240,000~~ \$315,000. The funding source will come from the CTACE's operating budget. The financial impact represents an estimated contract value however, the amount authorized will not exceed the contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Supplier Evaluation

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Enid Valdez	Phone: 754-321-8401
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
2/14/2017, 3:26:05 PM

Approved In Open Board Meeting On: FEB 22 2017

By: Abby M. Freedman
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

February 22, 2017

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer *(JMW)*

VIA: Robert W. Runcie *Robert W. Runcie*
Superintendent of Schools

SUBJECT: REVISION TO EE-6, DIRECT NEGOTIATION RECOMMENDATION OF \$500,000 OR LESS – HEALTHCAREER CERTIFICATION TESTING, FOR THE FEBRUARY 22, 2017, REGULAR SCHOOL BOARD MEETING

The following revision for EE-6, Direct Negotiation Recommendation of \$500,000 or Less – Healthcareer Certification Testing, for the February 22, 2017, Regular School Board Meeting.

The following changes have been made to the Agenda Request Form as follows:

- Requested Action:

Award Amount: ~~\$270,000~~ **\$315,000**

- Financial Impact:

The estimated financial impact to the District will be ~~\$240,000~~ **\$315,000**.

If you have any questions or require additional information, please contact Director Ms. Mary C. Coker, Procurement & Warehousing Services at 754-321-0501.

RWR/MLW/MCC:dm

cc: Senior Leadership Team

EXECUTIVE SUMMARY

Direct Negotiation Recommendation of \$500,000 or less Healthcareer Certification Testing

This request is for the approval of a new agreement between The School Board of Broward County, Florida, and Assessment Technologies Institute, LLC, d/b/a National Healthcareer Association (NHA). The Career, Technical, Adult and Community Education Department (CTACE) will manage the contract that shall be for three (3) years from the date of the fully executed agreement by both parties. NHA is the certifying agency, and sole provider of this service, and therefore, the contract was directly negotiated with them. Broward County High Schools with all Career Technical Education (CTE) supported programs will utilize this contract where applicable.

NHA collaborates with educational institutions nationwide with over 350,000 certified individuals. It is one of the largest certification and continuing education providers. NHA works with health training institutions, hospitals, unions, and the United States Defense Department; it has approved over 2400 training/testing locations throughout the United States and in several countries. NHA is the industry certification agency that provides students in all high school and technical schools that offer health science programs, industry certification assessments, and online practice materials. The assessment products leading to industry certification are Certified Medical Administrative Assistant, Medical Assistant, and Electrocardiogram Technician. The evaluation plan entails data reports provided to the CTACE staff detailing usage attempts and results for industry certification attainment. Student attainment of industry certifications will be reviewed to ensure that appropriate teacher professional development and student resources are strategically developed and planned. The research methodology includes curriculum frameworks and program of study as delineated by The Florida Department of Education for program completion.

We are recommending spending authority of \$315,000 for the tenure of the contract. This calculation is based on previous expenditure with an average of \$105,000 per year for three (3) years. We believe this relationship will be advantageous to the District based on a potential return on investment of \$360,000. This return on investment will be realized over the three (3) year period in Full-Time Equivalency bonus funding that will go directly to schools to maintain and expand CTE program opportunities for students.

NHA has serviced the District for ten (10) years or more and has provided a service that is important to the continuous development and growth of the District. The enhanced controls implemented by the Procurement & Warehousing Services Department is the basis for formalizing an agreement with them.

The CTACE department has completed a supplier evaluation that highlights the great service they have provided, which is included.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 22nd day of February, 2017, 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

NATIONAL HEALTHCAREER ASSOCIATION, INC.
(hereinafter referred to as "NHA")
whose principal place of business is
11161 Overbrook Road
Leawood, Kansas 66211

WHEREAS SBBC, Rule 6A-1.012 11(b), Florida Administrative Code, states that the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), Florida Statutes and SBBC Policy 3320(II), for the purchase of educational services and any type of copyrighted materials including computer software where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency or a recognized educational institution; and

WHEREAS, NHA, is an independent provider of educational tools, assessment, and certification programs and related products and services: and

WHEREAS, SBBC hereby agrees to purchase copyrighted materials and educational assessments from NHA; and

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:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon approval from SBBC and conclude on February 22, 2020.

2.02 **NHA Duties and Obligations.** NHA shall provide SBBC preparation/exam packages. Each preparation/exam package includes one study guide and practice assessments designed to assist in passing a certification exam and one certification exam in support of SBBC Health Science Curriculum. Purchase Orders will be issued by SBBC to NHA to specifically designate the subject matter and quantity of each NHA preparation package.

2.03 **Cost of Services.** SBBC shall issue purchase orders for each preparation/exam package. The cost for each preparation/exam package is \$180.00. The cost for just an exam is \$115.00. The cost for just a study guide with practice assessment is \$65.00. NHA will issue invoices for products rendered under this Agreement. Upon receipt of invoice from NHA, an SBBC designated Project Manager will validate receipt of products and authorize payment. SBBC will pay a total amount not to exceed \$315,000.00.

2.04 **Inspection of NHA Records by SBBC.** NHA shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All NHA Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by NHA or any of NHA payees pursuant to this Agreement. NHA Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. NHA Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **NHA Records Defined.** For the purposes of this Agreement, the term "NHA Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks

and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *NHA* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *NHA* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *NHA* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *NHA* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *NHA* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *NHA* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *NHA* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *NHA*. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, *NHA* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *NHA* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *NHA* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *NHA* pursuant to this Agreement and such excluded costs shall become the liability of *NHA*.

(h) Inspector General Audits. *NHA* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: SBBC Director of Career, Technical, Adult Community
Education, CTACE
Enid Valdez,
The School Board of Broward County, Florida
1701 NW 23rd Ave, Atlantic Technical College
Fort Lauderdale, Florida 33311

To NHA NHA Representative
Kalyn Carpenter
11161 Overbrook Road
Leawood, Kansas 66211

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC

employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **Student Records.** SBBC will not disclose student personally identifiable information to NHA. If applicable, notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Also, if applicable, in addition to the requirements

within this section, NHA shall comply with the requirements of **Attachment A Safeguarding the Confidentiality of Student Records and Information.**

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachment A** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By NHA: NHA agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but

not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *NHA*, its agents, servants or employees; the equipment of *NHA*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *NHA* or the negligence of *NHA* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *NHA*, SBBC or otherwise.

3.27. **Insurance.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **PROFESSIONAL LIABILITY/TECHNICAL ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence/aggregate covering services provided under this Agreement. Deductible/SIR not to exceed \$50,000.

(b) **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(c) **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies.

(d) **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.** (**Please include the Title on the Certificate of Insurance.) **Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.**

(e) **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

(f) **The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.**

3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this 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 Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.



(Corporate Seal)

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Abby M. Freedman
Abby M. Freedman, Chair

ATTEST:

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

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of
Broward County, Florida, ou=Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: National Healthcareer Association, Inc.
Date: 2017.02.14 05:14:06 -0500'

Office of the General Counsel

FOR NHA

(Corporate Seal)

NATIONAL HEALTHCAREER ASSOCIATION,
INC.

ATTEST:

By Tyson J. Schmidt

_____, Secretary

-or-
Edd Clark
Witness

Kalvin Amprato
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Kansas

COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 14th day of
February, 2017 by Tyson J. Schmidt of
Name of Person
National Healthcareer Assn, on behalf of the corporation/agency.
Name of Corporation or Agency

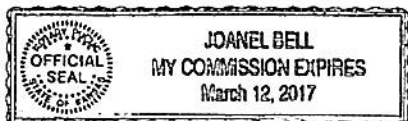
He/She is personally known to me or produced personally known as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Joanel Bell
Signature - Notary Public

Joanel Bell
Printed Name of Notary

(SEAL)



Mar 12, 2017
Notary's Commission No.

Attachment A

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (1) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (2) a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website: <http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this **Attachment A**.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.