

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 6/24/14	Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Special Order Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Agenda Item Number E-2
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TITLE: **Third Amendment to RFP Agreement**
29-067N – Fingerprinting and Background Check Services

REQUESTED ACTION: Approve the amendment for the above RFP

<u>Contract Term</u>	<u>User Department</u>	<u>Award Amount</u>	<u>Vendor(s) Awarded</u>	<u>MWBE Vendors</u>
December 15, 2009 through June 30, 2015 6 years	Broward District School Police	Income	MorphoTrust, LLC	N/ A

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida, (SBBC) entered into an agreement with MorphoTrust USA, Inc., to provide a turn-key solution for fingerprinting and badging services for vendors, consultants, contractors, aftercare workers, and construction workers (non-employees).

Section 1012.467, Florida Statute, was amended on July 1, 2013, requiring the Florida Department of Education to create a uniform, statewide identification badge that is to be worn by non-instructional contractors signifying that a contractor has met the screening requirements of this section. Section 1012.467, Florida Statute, addresses non-instructional contractors who are permitted access to school grounds when students are present, whose performance of the contract with the school or School Board is not anticipated to result in direct contact with students, and for whom any unanticipated contact would be infrequent and incidental.

(Continued on Page 2)

SCHOOL BOARD GOALS:

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

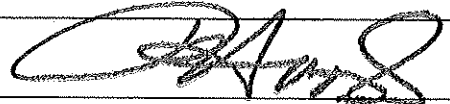
FINANCIAL IMPACT:
There is no financial impact to the District.

EXHIBITS: (List)
Executive Summary, Third Amendment to Agreement, Technical Assistance Paper, Second Amendment to Agreement, Approved Agenda Request Form 5/7/13 RSBM (EE-2), First Amendment to Agreement, Approved Agenda Request Form 12/15/09 RSBM (E-1)

APPROVED	SOURCE OF ADDITIONAL INFORMATION:
<small>(For Official School Board Records' Office Only)</small>	Amanda Bailey 754-321-1840
	Craig Kowalski 754-321-2374
	Ruby Crenshaw 754-321-0501
	<small>Name Phone</small>

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Maurice L. Woods
Chief Strategy & Operations Officer
Office of Strategy & Operations

JUN 24 2014

Approved in Open Board Meeting on: _____
By:  School Board Chair

Third Amendment to Agreement for Request for Proposal (RFP) 29-067N – Fingerprinting and Background Check Services

June 24, 2014

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CONTINUATION OF SUMMARY BACKGROUND AND EXPLANATION

Additionally, the statute indicates that the uniform, statewide identification badge be valid for a period of five (5) years, as compared to the annual expiration of a contractor badge issued by this District under Section 1012.465, Florida Statute. Both sections, 1012.465 and 1012.467, Florida Statutes, deal with the background screening of contractors; however, each statute identifies a separate contractor type. Aside from the disqualifying offenses, the difference between the two contractor types is that one contractor is not anticipated to result in direct contact with students, and for whom any unanticipated contact would be infrequent and incidental, and the other contractor has direct contact with students, or has access to, or control of, school funds. Finally, Section 1012.467, Florida Statute, required the Florida Department of Education to establish a uniform cost that a school district may charge a non-instructional contractor for receipt of the identification badge.

On July 18, 2013, the Florida Department of Education issued a Technical Assistance Paper outlining the specifications and maximum price for the uniform, statewide identification badge. Due to the addition of the uniform, statewide badge, maximum allowable fee, and necessary modifications to the current solution, Attachment A of the Third Amendment to the Agreement, "Pricing Schedule", has been modified to accommodate these changes.

The original Agreement was approved by the Board on December 15, 2009, the First Amendment to the Agreement was executed on or around April 17, 2012, and the Second Amendment to Agreement was approved on May 7, 2013.

The Third Amendment to the Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

A copy of the complete First Amendment to the Agreement, is available online via the Broward County Public Schools eAgenda at:

<http://eagenda3.broward.k12.fl.us/cgi-bin/WebObjects/eAgenda>

Executive Summary

The School Board of Broward County, Florida (SBBC) entered into an agreement with MorphoTrust USA, LLC to provide a turn-key solution for fingerprinting and badging services for vendors, consultants, contractors, after care workers, student teachers, charter school personnel and constructions workers (non-employees). There is no cost to the District for these services; instead, fees charged for background checks and ID badging are considered income to Morphotruster USA, LLC and a shared portion of the income is provided back to SBBC. Additionally, MorphoTrust USA, LLC collects retention fees that apply to the annual retention of student teacher fingerprint record's for comparison to all incoming Florida arrests for notification to the District. The collected retention fees are paid to the District by MorphoTrust USA, LLC for reimbursement to the Florida Department of Law Enforcement.

This item was originally scheduled for the November 5, 2013, Regular School Board Meeting. The item was withdrawn to address some contractual language.

Section 1012.467, Florida Statute, was amended on July 1, 2013, requiring the Florida Department of Education to create a uniform, statewide identification badge that is to be worn by noninstructional contractors signifying that a contractor has met the screening requirements of this section. Section 1012.467, Florida Statute, addresses noninstructional contractors who are permitted access to school grounds when students are present, whose performance of the contract with the school or School Board is not anticipated to result in direct contact with students, and for whom any unanticipated contact would be infrequent and incidental. Additionally, the statute indicates that the uniform, statewide identification badge be valid for a period of five years as compared to the annual expiration of a contractor badge issued by this District under Section 1012.465, Florida Statute. Both sections, 1012.465 and 1012.467, Florida Statutes govern the background screening of contractors; however, each statute identifies a separate contractor type. Aside from the disqualifying offenses, the difference between the two contractor types is that one contractor is not anticipated to result in direct contact with students, and for whom any unanticipated contact would be infrequent and incidental and the other contractor has direct contact with students or has access to or control of school funds. Finally Section 1012.467, Florida Statute, required the Florida Department of Education to establish a uniform cost that a school district may charge a noninstructional contractor for receipt of the identification badge.

On July 18, 2013, the Florida Department of Education issued a Technical Assistance Paper outlining the specifications and maximum price for the uniform, statewide identification badge. Due to the addition of the uniform, statewide identification badge, maximum allowable fee that can be charged for the identification badge, five-year

validity period of the uniform, statewide identification badge and necessary modifications to the current solution, the pricing structure has been modified to accommodate these changes at no additional cost to the District. However, there is an anticipated annual decrease of approximately \$14,700 in revenue due to an increase of MorphoTrust fees as outlined in the contract. The contract expires on June 30, 2015.

Summary of Changes

Section 2.1 and Attachment A of the Second Amendment to the Agreement is being replaced by Section 2.03 of this Amendment. Please note that the original tiered pricing structure was based on obtaining an annual volume of 20,000 transactions to receive lower pricing. Eliminating the tiered pricing schedule is of no significance based on prior year volumes:

CALENDAR YEAR	VOLUME
2009-2010	5,767
2010-2011	8,558
2011-2012	6,874
2012-2013	9,994

Sections 2.03.1, 2.03.2, 2.03.3, 2.03.4, 2.03.5 and 2.03.6 were added to identify applicant category types and the respective fees associated with processing the applicant types. Section 2.03.7 was added to identify fees associated with a request for additional services beyond the issuance of badges under Category A, B, C, D and E. Section 2.03.7 also authorizes the Chief of Police to approve additional services up to a maximum of \$5,000 and to pay for those services through revenues derived by SBBC from the fees generated under this Agreement. Finally, Section 2.03.7 allows SBBC to fingerprint and photograph applicants covered under this Agreement for exigent circumstances as determined by the sole judgment of SBBC's Chief of Police or his/her designee and during the transition time period for production of the uniform statewide identification badge.

Section 2.03.1 – Category A Applicants – Direct Contact Contractor (FS 1012.465)

This category of applicants will be screened pursuant to Section 1012.465, Florida Statute, and will receive the District's vendor badge. The fees structure associated with this category is being amended from the original Agreement. The specific changes are to the SBBC and MorphoTrust fee as outlined below:

NEW ENROLLMENT (includes fingerprinting) – DISTRICT IDENTIFICATION BADGE					
	MorphoTrust Fee	SBBC Fee	FDLE/FBI Fee	FBI Retention Fee	Total to Applicant
Original Agreement	13.00	14.25	67.25	None	94.50
1st Amendment	No changes to pricing				
2nd Amendment	13.00	14.25	64.50	None	91.75
This Agreement	17.35	12.00	64.50	Currently no fee	93.85

ANNUAL RENEWAL – DISTRICT IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original Agreement	19.00	1.00	20.00
1st Amendment	No changes to pricing		
2nd Amendment	19.00	1.00	20.00
This Agreement	19.00	1.00	20.00

REPLACEMENT – DISTRICT IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original Agreement	19.00	1.00	20.00
1st Amendment	No changes to pricing		
2nd Amendment	19.00	1.00	20.00
This Agreement	10.00	0	10.00

Section 2.03.2 – Category B Applicants – Indirect Contact Contractor (FS 1012.467)

This category of applicants will receive the uniform, statewide identification badge. The maximum allowable fee for badge issuance is \$10. The \$10 fee is identified as a MorphoTrust fee in the contract, with no fees being designated to SBBC.

NEW ENROLLMENT (includes fingerprinting) – STATE IDENTIFICATION BADGE					
	MorphoTrust Fee	SBBC Fee	FDLE/FBI Fee	FBI Retention Fee	Total to Applicant
Original Agreement	N/A	N/A	N/A	None	N/A
1st Amendment	No changes to pricing				
2nd Amendment	N/A	N/A	N/A	None	N/A
This Agreement	17.35	12.00	64.50	Currently no fee	93.85

INITIAL ISSUANCE/REPLACEMENT – STATE IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original Agreement	N/A	N/A	N/A
1 st Amendment	No change to pricing		
2 nd Amendment	N/A	N/A	N/A
This Agreement	10.00	0	10.00

Section 2.03.3 - Category C Applicants – Dual Purpose (FS 1012.32)

This category of applicants will be screened pursuant to Section 1012.32, Florida Statute, as they have in the past Agreements and Amendments. The fee structure associated with this category is being amended from the original Agreement. The specific changes are to the SBBC and MorphoTrust fee as outlined below:

NEW ENROLLMENT (includes fingerprinting) – DISTRICT IDENTIFICATION BADGE					
	MorphoTrust Fee	SBBC Fee	FDLE/FBI Fee	FBI Retention Fee	Total to Applicant
Original Agreement	13.00	14.25	49.25	None	76.50
1 st Amendment	No changes to pricing				
2 nd Amendment	13.00	14.25	46.50	None	73.75
This Agreement	18.50	10.00	46.50	Currently no fee	75.00

ANNUAL RENEWAL – DISTRICT IDENTIFICATION BADGE				
	MorphoTrust Fee	SBBC Fee	FDLE Fee	Total to Applicant
Original Agreement	19.00	0	6.00	25.00
1 st Amendment	No changes to pricing			
2 nd Amendment	19.00	0	6.00	25.00
This Agreement	19.00	0	6.00	25.00

REPLACEMENT – DISTRICT IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original Agreement	19.00	1.00	20.00
1 st Amendment	No changes to pricing		
2 nd Amendment	19.00	1.00	20.00
This Agreement	19.00	1.00	20.00

Section 2.03.4 - Category D Applicants – Florida Shared School Results (FSSR) (FS 1012.465)

This category of applicants will be screened pursuant to Section 1012.465, Florida Statute, and will receive the District’s vendor badge. The fees structure associated with this category is being amended from the original Agreement. The specific changes are to the SBBC and MorphoTrust fee as outlined below:

NEW ENROLLMENT – DISTRICT IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original Agreement	13.00	7.00	20.00
1 st Amendment	No changes to pricing		
2 nd Amendment	13.00	7.00	20.00
This Agreement	10.00	0	10.00

ANNUAL RENEWAL – DISTRICT IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original agreement	19.00	1.00	20.00
1 st Amendment	No changes to pricing		
2 nd Amendment	19.00	1.00	20.00
This Agreement	19.00	1.00	20.00

REPLACEMENT – DISTRICT IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original agreement	19.00	1.00	20.00
1 st Amendment	No changes to pricing		
2 nd Amendment	19.00	1.00	20.00
This agreement	10.00	0	10.00

Section 2.03.5 - Category E Applicants – Florida Shared School Results (FSSR) (FS 1012.467)

This category of applicants will be screened pursuant to Section 1012.467, Florida Statute and receive the uniform, statewide identification badge. The maximum allowable fee associated with this category type is \$10.00. The \$10.00 fee is identified as a MorphoTrust fee in the contract, with no fees being designated to SBBC. The specific changes are to the SBBC and MorphoTrust fee as outlined below:

NEW ENROLLMENT – STATE IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original Agreement	N/A	N/A	N/A
1 st Amendment	No changes to pricing		
2 nd Amendment	N/A	N/A	N/A
This Agreement	10.00	0	10.00

REPLACEMENT – STATE IDENTIFICATION BADGE			
	MorphoTrust Fee	SBBC Fee	Total to Applicant
Original Agreement	N/A	N/A	N/A
1 st Amendment	No changes to pricing		
2 nd Amendment	N/A	N/A	N/A
This Agreement	10.00	0	10.00

Section 2.03.6 - Category F Applicants – Charter School Personnel (FS 1012.32)

This category of applicants will be screened pursuant to Section, 1012.32 Florida Statute. The second Amendment to the Agreement added this “category” of applicants for processing. There are **no changes to the fees** associated with processing this category.

Section 2.03.7 – Fee for Additional Services

This section authorizes the Chief of Police to approve additional services up to a maximum of \$5,000 and to pay for those services through revenues derived by SBBC from the fees generated under this Agreement. Additionally, this section allows SBBC to fingerprint and photograph applicants covered under this Agreement for exigent circumstances as determined by the sole judgment of the Chief of Police or his/her designee and during the transition period for production of the uniform, statewide identification badge.

**THIRD AMENDMENT TO
AGREEMENT**

THIS AGREEMENT is made and entered into as of this 24th day of June, 2014, 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

MORPHOTRUST USA, LLC.

(hereinafter referred to as "MORPHOTRUST USA, LLC")
having its principal place of business at
296 Concord Road, Suite 300
Billerica, MA 01821

WHEREAS, SBBC and L-1 Enrollment Services entered into an Agreement dated December 15, 2009 (hereinafter referred to as "Agreement"), under RFP 29-067N – Fingerprinting and Background Check Services for the purpose of providing fingerprinting and background check services; and

WHEREAS, On January 1, 2014, MORPHOTRUST was converted to a limited liability company on December 31, 2013 and MORPHOTRUST's corporate name was officially changed from MorphoTrust USA, Inc. to MorphoTrust USA, LLC. all references to "L-1" or "MORPHO" in the Second Amendment, First Amendment and original Agreement are changed to MORPHOTRUST USA, LLC.

WHEREAS, the Parties mutually desire to amend certain provisions of this Agreement.

WHEREAS, the Agreement was previously modified by a First Amendment to Agreement dated April 6, 2012 and Second Amendment to Agreement dated May 7, 2013.

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 **Amend Provisions**. The Parties hereby agree to the following amended provisions to the Agreement which replace, in their entirety, Section 2.03 and Attachment A of the Agreement Section 2.1 and Attachment A of the Second Amendment to Agreement the Price Schedule:

2.03 **Fees for Services**. MORPHOTRUST USA, LLC guarantees all-inclusive rates during the term of this Agreement that shall not exceed the rates authorized by this section. SBBC Fees are at the discretion of SBBC. The Chief of the Broward District Schools Police Department may adjust SBBC Fees as needed to produce a lower or higher cost to the applicant. The following fees will be charged by MORPHOTRUST USA, LLC when delivering services under the Agreement shall be a source of income generated for SBBC:

THIRD AMENDMENT TO AGREEMENT (Continued)

2.03.1 **Category A Applicants – Direct Contact Contractor (FS 1012.465).** MORPHOTRUST USA, LLC will charge the following fees to process Category A Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$7.35 (the processing fee includes, but is not limited to, call center and registration services, applicant fingerprint capture, applicant photograph capture, transmission to FDLE and EasyPath email notification)
- MorphoTrust USA, LLC Initial Issuance Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery).
- MorphoTrust USA, LLC Annual Renewal Processing Fee of \$9.00 (the processing fee includes, but is not limited to, call center and registration services, EasyPath email notifications, renewal processing, and database updates).
- MorphoTrust USA, LLC Annual Renewal Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, printing supplies, quality control and delivery).
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$40.50)
- Applicable FDLE Retention Fee at Issuance (currently \$24.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00).
- SBBC Initial Issuance Administrative Services Fee of \$12.00
- SBBC Annual Renewal Administrative Services Fee of \$1.00

2.03.2 **Category B Applicants – Incidental Contact Contractor (FS 1012.467).** MORPHOTRUST USA, LLC will charge the following fees to process Category B Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$7.35 (the processing fee includes, but is not limited to, call center and registration services, applicant fingerprinting capture. Applicant photograph capture, transmission to FDLE and EasyPath email notifications).
- MorphoTrust USA, LLC Issuance Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badging, printing, badge card stock, badge printers, printing supplies, quality control and delivery).
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$40.50)
- Applicable FDLE Retention Fee at Issuance (currently \$24.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Initial Issuance Administrative Services Fee of \$12.00

THIRD AMENDMENT TO AGREEMENT (Continued)

2.03.3 Category C Applicants – Dual Purpose (FS 1012.32): MORPHOTRUST USA, LLC will charge the following fees to process Category C Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$8.50 (the processing fee includes, but is not limited to, call center and registration services, applicant fingerprint capture, applicant photograph capture, transmission to FDLE and EasyPath email notifications).
- MorphoTrust USA, LLC Initial Issuance Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- MorphoTrust USA, LLC Annual Renewal Processing Fee of \$9.00 (the processing fee includes, but is not limited to, call center and registration services, EasyPath email notifications renewal processing and data base updates)
- MorphoTrust USA, LLC Annual Renewal Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- MorphoTrust USA, LLC Replacement Processing Fee of \$9.00 (the processing fee includes, but is not limited to, call center and registration services, applicant and EasyPath email notifications)
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$40.50)
- Applicable FDLE Retention Fee at Issuance (currently \$6.00) Applicable FDLE Retention Fee at Annual Renewal (currently \$6.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Initial Issuance Administrative Services Fee of \$10.00
- SBBC Annual Renewal Administrative Services Fee of \$0.00
- SBBC Replacement Badging Administrative Services of \$1.00

2.03.4 Category D Applicants – Florida Shared School Results (FSSR) (FS 1012.465): MORPHOTRUST will charge the following fees to process Category D Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$0.00 (the processing fee includes, but is not limited to, call center and registration services, and EasyPath email notifications)
- MorphoTrust USA, LLC Initial Issuance Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- MorphoTrust USA, LLC Annual Renewal Processing Fee of \$9.00 (the processing fee includes, but is not limited to, call center and registration services, and EasyPath email notification)
- MorphoTrust USA, LLC Annual Renewal Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)

THIRD AMENDMENT TO AGREEMENT (Continued)

- MorphoTrust USA, LLC Replacement Processing Fee of \$0.00 (the processing fee includes, but is not limited to, call center and registration services, and EasyPath email notifications)
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$0.00)
- Applicable FDLE Retention Fee at Initial Issuance (currently \$0.00)
- Applicable FDLE Retention Fee at Annual Renewal (currently \$0.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Initial Issuance Administrative Services Fee of \$0.00
- SBBC Annual Renewal Administrative Services Fee of \$1.00
- SBBC Replacement Badging Administrative Services Fee of \$0.00

2.03.5 Category E Applicants – Florida Shared School Results (FSSR) (FS 1012.467): MORPHOTRUST will charge the following fees to process Category E Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$0.00 (the processing fee includes, but is not limited to, call center and registration services and EasyPath email notifications)
- MorphoTrust USA, LLC Initial Issuance Badging Fee of \$10.00 (badging fee includes, but is not limited to, call center and registration services, , EasyPath email notifications, badge proofing, printing, quality control and delivery)
- MorphoTrust USA, LLC Replacement Processing Fee of \$0.00
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$0.00)
- Applicable FDLE Retention Fee at Initial Issuance (currently \$0.00)
- Applicable FDLE Retention Fee at Annual Renewal (currently \$0.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Initial Issuance Administrative Services Fee of \$0.00
- SBBC Replacement Badging Administrative Service of \$0.00

2.03.6 Category F Applicants – Charter School Personnel (FS 1012.32): MORPHOTRUST USA, LLC will charge the following fees to process Category F Applicants:

- MorphoTrust USA, LLC Processing Fee of \$15.00 (the processing fee includes, but is not limited to, call center and registration services, applicant fingerprint capture applicant photograph capture, transmission to FDLE and EasyPath email notifications)
- Applicable FDLE/FBI Submission Fee (currently \$40.50)
- Applicable FDLE Retention Fee (currently \$0.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Administrative Services Fee of \$14.50

THIRD AMENDMENT TO AGREEMENT (Continued)

2.03.7 Fee for Additional Services: In the event that SBBC requests MORPHOTRUST USA, LLC to provide any additional services beyond the issuance of badges under Categories A, B, C, D and E, MORPHOTRUST USA, LLC will provide SBBC's Chief of Police an estimate of the cost of such services billed at a rate of \$150.00 per hour and receive approval from SBBC's Chief of Police prior to the provision of the estimated services. SBBC authorizes SBBC's Chief of Police to approve the provision of such additional services up to a maximum of \$5,000 during the term of this Agreement and to pay for such additional services from the revenues derived by SBBC from the fees generated under this Agreement.

SBBC reserves the right to process applicants for issuance of identification badges, including, but not limited to, fingerprinting and photographing applicants that are covered under the provisions of this contract due to the following reasons:

a) Transition time period for production of the uniform statewide identification badge by MORPHOTRUST USA, LLC during the 2013/2014 school year; and

b) Exigent circumstances as determined by the sole judgment of SBBC's Chief of Police or his/her designee.

1.03 Order of Precedence Among Agreement Documents. In the event of a conflict between the following documents, which are incorporated herein by reference, the Parties agree that the order of priority shall be as follows:

First:	This Third Amendment to Agreement; then
Second:	Second Amendment to Agreement; then
Third:	First Amendment to Agreement; then
Fourth:	Agreement; then
Fifth:	Addendum No. 1 of RFP 29-067N; then
Sixth:	RFP 29-067N – Fingerprinting and Background Check Services; then
Seventh:	Proposal submitted in response to the RFP by Integrated Biometric Technology d/b/a L-1 Enrollment Services

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 party to the Third Amendment to Agreement warrants that the person executing on such party's behalf has full legal power to execute this Third 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 Third Amendment to Agreement.


(Corporate Seal)

FOR SBBC

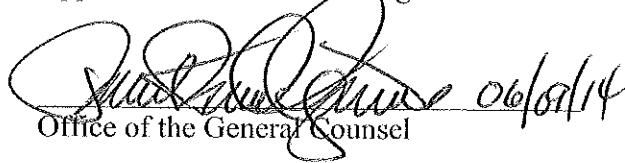
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/07/14
Office of the General Counsel

FOR MORPHOTRUST

(Corporate Seal)

ATTEST:

MORPHOTRUST USA, LLC.

By

[Signature]
Robert Eckel, President and CEO

_____, Secretary

-or-

[Signature]

Witness

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 Massachusetts

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 4th day of May June, 2014 by ROBERT ECKEL of

Name of Person

MORPHOTRUST, on behalf of the corporation/agency.
Name of Corporation or Agency

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

My Commission Expires: 7/19/14

[Signature]

Signature - Notary Public

Amy E. Young

Printed Name of Notary

(SEAL)

NA

Notary's Commission No.

