ATTACHMENT A

SCOPE OF SERVICES

1. "Qualified Sign Language Interpreter" for the purpose of Request for Proposals 041-NN10 PROVIDE AMERICAN SIGN-LANGUAGE INTERPRETATION TRANSLITE-RATION, CAPTION AND/OR COMPUTER ASSISTED TRANSCRIPTION SERVICES with M-DCPS shall mean those interpreters who possess a minimum of one of the following credentials:

   A. Certification through the Registry of Interpreters for the Deaf, Inc. (RID)

      (NIC, NIC Advanced, NIC Master, CI, CT, CSC, IC, TC, or IC/TC)

   B. Certification through the National Association of the Deaf, Inc.

      (Level 3, Level 4, or Level 5)

   C. Florida Registry of Interpreters for the Deaf, Inc. (FRID)

      (Quality Assurance (QA) Screening Level 2 or Level 3)

   D. Florida Registry of Interpreters for the Deaf, Inc.

      (Educational Interpreter Evaluation (EIE) Screening Level 2 or Level 3)

   E. Educational Interpreters Performance Assessment – Boystown

      (Level 3.0-5.0)

The required credential held by the sign language interpreter must be valid at the time the service is provided including RID and FRID membership.

Any violation of this section shall constitute a breach of this agreement and may result in immediate termination of the agreement.

2. Contract sign language interpreters must report to the staff person designated by the school site administrator upon arrival in the morning and before departure at the end of the day, obtaining initials on the service log. The sign language interpreter and the staff person designated by the school site administrator must sign the sign language interpreter's weekly verification form (verifying date and time services were rendered).

3. Contract sign language interpreters assigned to a student(s) are expected to be in the student's assigned classroom at the start of class and are to remain with

the assigned student(s) the entire period in accordance with the student's Individual Educational Plan (IEP).

4. If a student is absent or unavailable, the sign language interpreter must not leave until informing the staff person designated by the school site administrator, notifying their agency, and securing either an alternate placement or release from the District Liaison Interpreter.

5. If a student is absent or unavailable, an alternate assignment, if available, will be designated by the Division of Exceptional Student Education's District Liaison for Sign Language Interpreters or the Supervisor for Programs for Deaf and Hard-of-Hearing in coordination with the agency. An effort will be made to reassign the sign language interpreter at a location as close as possible to the original assigned location. If the alternate assignment is not accepted, M-DCPS shall not be responsible for payment for cancellation of the original assignment.

6. If an assignment is cancelled by the School Board or the school site administrator, and the agency is given less than twenty-four (24) business hours notification, the Contractor will be paid the minimum billable time of two (2) hours for the assignment previously scheduled, unless the cancellation is caused by the Contractor's failure to act in accordance with the terms of the contract. M-DCPS' business days are Monday to Friday and hours are based on the elementary and secondary bell-to-bell school schedule.

7. Due to the nature of services, cancellations may occur. As a result, the District's issued cancellations guidelines are as follows:

   A. Upon arrival to an assignment, the interpreter will wait a minimum of two (2) hours for student to show or to be redirected. If the student is a no-show, or the Interpreter cannot be re-directed, the no-show must be documented by the Interpreter on both the School Log and Weekly Contact Verification Log.

   B. Contractor will not bill for cancellations prior to 24 hours.

   C. The District will pay the minimum billable time of two (2) hours, for cancellations less than 24 hours.

D. Should the District cancel any assignment, Contractor will not bill for hours that can be reassigned to another assignment.

8. Two hours is considered the minimum billable time. No travel time is allowed within Miami-Dade County.

9. In the event of a planned and/or unplanned absence of an assigned sign language interpreter, the agency must notify the Division of Exceptional Student Education's District Liaison for Sign Language Interpreters or the Supervisor for Programs for Deaf and Hard of Hearing and provide the name of the replacement sign language interpreter within twenty-four (24) business hours prior to the date the services are to be provided.

10. Pursuant to School Board Policy for Chaperones/Volunteers, all personnel must be twenty-one (21) years of age or higher when participating/working on a Field Trip. Interpreters must be at least 21 years of age and cleared at the level appropriate for the trip.

11. Contractor will invoice M-DCPS on a monthly basis only for the time services are provided [excluding a thirty (30) minute lunch for all assignments in which lunch is taken] at the rate as stipulated in this contract. Only those services satisfactorily rendered (as determined by the School Board) and within the Board-approved school schedule at the elementary level, secondary level, or other school related activities, as approved by the Division of Exceptional Student Education's District Liaison for Sign Language Interpreters or the Supervisor for Programs for Deaf and Hard of Hearing will be paid by the School Board.

12. Sign-in/out procedures must be adhered to as follows: Interpreters must sign-in/out using the approved Contracted Agency Interpreter Sign-in/out Log at each site services are rendered.

12. Monthly invoices submitted by the Contractor and all verification forms signed by the contract sign language interpreter and the staff person designated by the school site administrator must be submitted for payment by the 5th day of the following month. Invoices can be mailed or sent electronically. No payment will be rendered until all services have been verified and approved by the Division of Exceptional Student Education's District Liaison for Sign Language Interpreters or the Supervisor for Programs for Deaf and Hard of Hearing. Invoice date will be

changed by the Contractor should errors be found, corrections are made, or the invoice is considered incomplete.

13. Interpreters for the Deaf or Hard-of-Hearing shall work collaboratively, when and if appropriate, with the assigned student(s) educational team and participate as a member of the IEP team.

14. Contract sign language interpreters are expected to abide by the state of Florida Code of Ethics for Educational Interpreters and the Registry of Interpreters for the Deaf (RID) Code of Professional Conduct.

15. Contractor will submit documentation of sign language interpreter's credentials, Registry of Interpreters for the Deaf (RID) and Florida Registry of Interpreters for the Deaf (FRID) memberships, and Jessica Lunsford Act Clearance letters to the Division of Exceptional Student Education's District Liaison for Sign Language Interpreters or the Supervisor for Programs for Deaf and Hard-of-Hearing. Once approval of the interpreters' services is obtained and photo identification badge has been issued, the contract sign language interpreter may begin providing services to Miami-Dade County Public Schools. Additional interpreters may be added to the approved interpreter list throughout the school year, provided they meet the minimum qualifications of the RFP, and appropriate documentation of such qualifications is provided to the Division of Exceptional Student Education's District Liaison for Sign Language Interpreters or the Supervisor for Programs for Deaf and Hard of Hearing.

16. Contractor agrees to require all of its sign language interpreters to be aware of the Child Abuse Reporting Policy and follow Child Abuse Reporting Steps as follows:

CHILD ABUSE REPORTING – Every M-DCPS employee is mandated to report KNOWN or SUSPECTED abuse immediately. As defined by Florida Statute 39: "Any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, or that a child is in need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care shall report such knowledge or suspicion.

Child Abuse Reporting Steps

A. Suspected or confirmed child abuse must be immediately reported to the Department of Children and Families Central Abuse Hotline. IT IS NOT

YOUR RESPONSIBILITY TO CONDUCT AN INVESTIGATION. The threshold for reporting abuse is having “reasonable cause to suspect”.

B. Immediately call 1-800-96-ABUSE.

15. Questions regarding M-DCPS Procurement Policies and Procedures should be addressed to the Division of Exceptional Student Education’s District Liaison for Sign Language Interpreters or the Supervisor for Programs for Deaf and Hard-of-Hearing

ATTACHMENT B

MISCELLANEOUS TERMS AND PROVISIONS

INSURANCE

Upon the execution of this Contract, the Contractor shall furnish to the Board's Office of Risk and Benefits Management, 1500 Biscayne Blvd, Miami, FL 33132, with Certificates of Insurance evidencing the Contractor's insurance coverage is consistent with the terms of the Contract. The Contractor shall also provide copies of the policies to the Board which indicates that insurance coverage has been obtained and meets the requirements as outlined below:

1. Professional Liability Insurance in the name of the Contractor with limits of liability not less than $1,000,000 per wrongful act.

2. Commercial General Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

3. Worker's Compensation Insurance for all employees of the Contractor as required pursuant to the provisions of § 440, Florida Statutes.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the Contractor's policy(ies) required under this Contract.

The Contractor shall also provide the Board with renewal or replacement Certificates of Insurance no less than thirty (30) days prior to cancellation, termination or modification. The Contractor shall be in material breach of this agreement if the Contractor fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the Contractor.

Additionally the Contractor shall be liable to the Board for any and all damages incurred due to the Contractor's failure to perform the Contract terms. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract,

including any and all option years or extension periods that may be granted by the Board.

METHOD AND TIMES OF PAYMENT

Payment will be made within thirty (30) days, after the completion of services, and receipt by the Board of properly prepared and documented invoices that are error free. Invoices and associated back-up documentation shall be submitted monthly, in duplicate, by the Contractor to the Board as follows:

Miami-Dade County Public Schools
Division of Exceptional Student Education
1500 Biscayne Boulevard, Suite 409-C
Miami, Florida 33132
Attn: Ms. Liliana Salazar, District Director

The Board may at any time designate a different address and/or contact person by giving written notice to the other party.

MANNER OF PERFORMANCE

1. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Board in accordance with the terms and conditions of this Contract. The Board shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services.

2. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.

3. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner. School Board Policy 3213 STUDENT SUPERVISION AND WELFARE is included in its entirety as part of this contract as Attachment C and School Board Policy 8700 ANTIFRAUD is included in its entirety as part of this contract as Attachment D.

4. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Contract.

CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the Board. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Board shall be that of an independent Contractor and not as employees and agents of the Board. The Contractor does not have the power or authority to bind the Board in any promise, contract or representation other than specifically provided for in this Contract.

MUTUAL OBLIGATIONS

This Contract, including attachments and appendixes to the Contract, shall constitute the entire Contract between the parties with respect hereto and supersedes all previous communications and representations or Contracts, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

BUSINESS APPLICATION AND FORMS

The Contractor shall be a registered vendor with the Board through Procurement Management Services for the duration of this Contract. It is the responsibility of the Contractor to file the appropriate Application and to update the Vendor file for any changes for the duration of this Contract, including any option years.

QUALITY ASSURANCE/RECORD KEEPING

The Contractor Agrees:

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Board under this Contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of five (5) years after the audit

report is issued or until resolution of any findings or litigation based on the terms of this contract, at no additional cost to the Board.

3. Upon demand, at no additional cost to the Board, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph B above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audits by Federal, State, or other personnel duly authorized by the Board.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the Board and state and federal auditors shall be allowed full access to and the right to examine any of the providers contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the Board, if requested by Board, and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Board.

DRUG-FREE WORKPLACE

The Contractor agrees that it shall maintain a Drug-Free Workplace during the term of this Contract. The Contractor represents and warrants that it currently has or will have prior to services being rendered, a Drug-Free Workplace program that complies with the following requirements:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of providing the contractual services, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of

guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations. Any violation of this section shall constitute a breach of this Contract and may result in immediate termination of the Contract.

ATTACHMENT C

STUDENT SUPERVISION AND WELFARE

Protecting the physical and emotional well-being of students is of paramount importance. Each support staff member shall maintain the highest professional, moral, and ethical standards in dealing with the supervision, control, and protection of students on or off school property.

Contracted Employees shall:

A. Report immediately to a building administrator any accident, safety hazard, or other potentially harmful condition or situation s/he detects;

B. Provide proper instruction in safety matters;

C. Immediately report to a building administrator knowledge of threats of violence by students;

D. Not send students on any non-school related errands;

E. Not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco;

F. Not engage in unacceptable relationships and/or communications with students. Unacceptable relationships and/or communications with students include, but are not limited to the following: dating; any form of sexual touching or behavior; making sexual, indecent, or illegal proposals, gestures, or comments; and/or exploiting employee-student relationships for any reason. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

G. If they have knowledge of or have reasonable cause to suspect that another Board employee is engaging in unacceptable relationships and/or communications with a student, immediately report such information to a site or region supervisor. Failure to do so shall constitute a violation of this Board policy.

H. If a student approaches a staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse,

mental or physical health, and/or family relationships, etc., the staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the District or community who specialize in the assessment, diagnosis, and treatment of the student's stated problem;

However, under no circumstances should a staff member attempt, unless properly certified licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should such staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.

I. not transport students in a private vehicle without the approval of the principal;

J. not be required to perform work or services that may be detrimental to their health.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and Policy 8462, each staff member shall report to the proper legal authorities (site administrator, School Police, and Department of Children and Families) immediately any sign of suspected child abuse or neglect.

ATTACHMENT D

BOARD POLICY 8700

ANTI-FRAUD

The purpose of this policy is to make employees aware of activities that may be fraudulent, illegal, or otherwise unethical and their responsibility to report these activities. The District will not tolerate such activities which could result in criminal prosecution. Disciplinary action may also be taken as appropriate.

SCOPE

This policy applies to any fraud, or suspected fraud, involving elected officials, employees, consultants, vendors, contractors, outside agencies and employees of such agencies, and any other parties with a business relationship with the District.

POLICY

Fraud and fraudulent activity is strictly prohibited. Each employee or agent of the District is responsible for reporting any observed or suspected fraud or fraudulent activity to the Office of the Inspector General, the Chief Auditor, the Office of Civil Rights Compliance, the Civil Investigative Unit, the Office of Professional Standards or Miami-Dade Schools Police, as appropriate, pursuant to the applicable School Board Policies and procedures governing these entities. The obligation to report fraud includes instances when the employee knew that an incident of fraud had occurred. All reporting and investigation shall be done in accordance with the terms and conditions for reporting fraud in the collective bargaining agreement.

FRAUD - DEFINITION

Fraud is defined as the intentional, false representation or concealment of a material fact in order to personally benefit or induce another to act to his/her detriment.

1. Falsifying, unauthorized altering, or forging District documents, including but not limited to the following:

    A. claims for payments or reimbursements, which include, but are not limited to, submitting false claims for travel or overtime;

B. absence or leave forms;

C. Electronic or printed files, photographic records or audio records that are maintained by the District, or accounts belonging to the District;

D. A check, bank draft, wire transfer, or any other District financial document;

E. Electronic or printed student records;

F. Electronic or printed fire, health, sanitation, and safety reports;

2. Misappropriating funds, supplies, or other assets of the District;

3. Handling or reporting money or financial transactions in an improper or illegal manner;

4. Directly or indirectly disclosing confidential and proprietary information to outside parties for personal gain;

5. Disclosing to other persons the purchasing/bidding activities engaged in or contemplated by the District so that any entity, person, or business has an unfair advantage in the purchasing/bid process;

6. Causing the District to pay excessive prices or fees where justification is not documented;

7. Accepting or offering a bribe, gifts or other favors when it appears that the bribe, gift or favor was intended to influence a decision that was or needed to be made;

8. Removing, destroying, or using records, furniture, fixtures and/or equipment (including, but not limited to, computers used in violation of) for personal gain;

9. Using local, State or Federal funds for other than their designated and approved purposes; or

10. Using District equipment or work time for any outside private business activity.

This list is meant to illustrate the types of activities that are prohibited, and is not intended to be all-inclusive.

INVESTIGATION

Investigations shall be conducted and reported by the Office of the Inspector General, the Chief Auditor, the Office of Civil Rights Compliance, the Civil Investigative Unit, the Office of Professional Standards and School Police, pursuant to Board policies and

procedures governing these entities. All of these entities shall cooperate to prevent duplication of investigative efforts where possible.

Any investigation shall be conducted without regard for the length of service, position/title, or relationship of the individual who is alleged to have committed or concealed fraud.

CONFIDENTIALITY

The District will maintain confidentiality of reports of suspected misconduct and the investigation, to the extent consistent with the conduct of an appropriate investigation and the District's obligations under the Freedom of Information Act and F.S. Chapter 119. However, absolute confidentiality for reporting witnesses and investigation results cannot be guaranteed.

Except as authorized by the Superintendent the reporting witness and others interviewed shall not discuss the allegations or investigation with other District employees or officials, vendors or contractors. Unsubstantiated allegations that are not privileged, could harm an innocent individual's reputation and result in potential civil liability.

NON-RETALIATION

Individuals who, in good faith, report suspected fraudulent activity will not be subject to retaliation as a result of reporting the actual or suspected misconduct.

Individuals who knowingly make a false report of suspected fraud or fraudulent activity shall be subject to disciplinary action.

F.S. 119, 1001.32(2), 1001.41(1)(2), 1001.42(6)(26), 1001.43(10)