



FLOYD COUNTY PUBLIC SCHOOLS

Special Education Department

140 Harris Hart Road, NE • Floyd, VA 24091

(540) 745-9400 • FAX (540) 745-9496

Issue Date: May 7, 2020

**Request for Proposal
(RFP) # FCPS 2020-02**

Notice is hereby given of the intention of the School Board Office for the County of Floyd, Virginia, to enter into an agreement for:

Contracted Services for Physical and Occupational Therapy

Bids will be received in the Special Education Department for the FLOYD COUNTY SCHOOL BOARD, 140 Harris Hart Road, NE, Floyd, Virginia 24091.

Delivery of Bid: It is the responsibility of the vendor to assure that its bid/proposal is delivered to the place designated for receipt of bids and by the time set for receipt of bids. No bids received after the time designated for receipt of bids will be considered. Bid will be received by Amy Phillips, Administrative Assistant, Special Education.

Due Date and Time: Monday, June 8, 2020

In the event that School Board offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for proposals, the published due date will default to the next open business day at the same time.

FLOYD COUNTY SCHOOL BOARD

Melissa McDaniel

Director, Special Education

Electronic Invitation to Bid/RFP Retrieval Instructions

Full copies of Requests for Proposals and Bids must be retrieved over the Internet at the following address

www.floyd.k12.va.us/Page/2683

To retrieve the Invitation to Bid or Request for Proposal you will need to download the Adobe Reader. You will only need to download the Adobe Acrobat Reader program one time.

Physical and Occupation Therapy Services in the Floyd County Schools

INTRODUCTION

The Floyd County Public Schools (FCPS) seek an experienced and licensed contractor for the purpose of providing evaluation and physical/occupational therapy services to eligible students. During the 2019-2020 academic year an average of 40 students at five schools, received occupational therapy and an average of 20 students at five schools received physical therapy.

This document establishes the anticipated services to be performed and outlines the proposal submission requirements, however; this document does not guarantee a billable service with the selected Contractor(s).

REQUIREMENTS

The selected Contractor(s) will provide the following services to the District under a one (1) year non-exclusive contract, with three (3) optional one (1) year renewals of services (with rates to be discussed at that time):

1. Evaluations for services will only be made after a referral from the office of Special Education is received. Evaluation reports will be sent to the Director of Special Education within **30 days of referral** for evaluation. Therapy service to be provided only after eligibility is determined by a school based committee and a plan developed and signed. Any service must be reflected in an IEP or Section 504 Plan and service cannot be terminated without an IEP or Section 504 revision.
2. Services are required to be provided in accordance with IEPs. If therapy is missed due to a therapist change in schedule, these sessions **MUST** be made up.
3. If therapy is missed due to extended school closure, therapy **MUST** be provided remotely or will be made up when possible to provide the services as traditionally delivered without additional costs.
4. Agency providers shall adhere to and be present in accordance with the school calendar.
5. Provide staff in-service, IEP preparation and parent conferences when requested. Attendance of occupational therapist and physical therapist (not assistant) at IEP meetings of students receiving services is required when requested by school division.
6. Payment will only be made when appropriate service documentation is provided.
7. Provide necessary equipment for general therapy purposes. This would not include equipment that would be specific to meet the needs of a student. (Examples of specific equipment would include such items as specialized seating, standing tables, etc.)
8. Provide six weeks reports of progress/report cards towards objectives to the special education secretary, providing enough lead time to allow distribution to the case managers for inclusion with academic report cards being sent home to parents.
9. There are two separate dates of service:
 - a. 2020-2021 Academic School Year (dates have not been initialized for 2020-2021 but are typically mid-August half of month through the end of May);
 - b. Extended School Year 2021 (dates have not been finalized but are typically June

through the mid-August first half of month).

10. Successful proposing party shall invoice and shall bill Floyd County Public Schools for costs incurred only. All claims to DMAS for Medicaid eligible students will be submitted by Floyd County Public Schools. Therapy providers will be reimbursed at the rate established in the providers' contractual agreement with Floyd County Public Schools only.
11. Providers must be in compliance with all Medicaid reimbursement and documentation procedures.
12. Invoices for services should be submitted monthly by the 20th of each month. Invoices shall reflect the amounts charged to other sources. Invoices should also:
 - a. Reflect type of service (direct therapy, consultative therapy, evaluation, meeting)
 - b. Reflect the name of each student
 - c. Be grouped by school
 - d. Reflect the amount of service rendered
 - e. Any cost for travel should be invoiced separately
 - f. Payment will be made at the next School Board Meeting, usually held on the second Monday of the following month.
13. Price shall be a monthly rate.
14. The travel cost per mile should be included in the proposal
15. Services shall be provided at the student's school site or location determined by school.
16. Follow the IDEA and State Regulations governing requirements regarding special services to students.
17. The rate of pay for physical and occupational therapy for extended school year services (ESY) as a separate per visit rate, and an hourly rate of the same amount paid for time spent in IBP meetings, additional requested meetings, and evaluations.

AVAILABILITY OF ADDITIONAL INFORMATION

Requests for any additional information should be directed to Amy Phillips, Administrative Assistant, Special Education, at phillipsa@floyd.k12.va.us.

Responses to such requests will be posted to the Floyd County Public Schools website for all interested bidders review.

SUBMITTAL REQUIREMENTS

1. Interested firms should submit a proposal that is concise and addresses each item in the order outlined below:
2. Summarize the firm's general qualifications, background, number of employees, etc.
3. Discuss the firm's previous relevant work experience, including resume and licenses of
4. Individual (s). One or more references should be provided, preferably a public school system in the Floyd County geographical area. The name, title, address, and telephone number of the contact person should be provided.
5. Indicate the anticipated fee and expense structure on the Bid Proposal sheet attached at the end of the RFP. Any o ,standard but non-staff related costs should also be included on the Bid Proposal sheet.
6. Agree to the use of Floyd County Public School's contract in any subsequent contract negotiations or suggest needed amendments thereto.
7. Complete a Contractual Employee Certification and return with response (copy attached
8. at the end of the RFP) for all employees who will or may work at any of the school locations, and if a sub-contractor is used a certificate of compliance must also be completed for all employees who will be on the owner's property (copies of form can be made).
9. Complete a W-9 (or substitute attached at the end of the RFP) and return with response.
10. Bidder is required to submit SCC ID#, stating authorization to transact business in the Commonwealth according to VA Code 2.2-4311.2.

Calendar of Events Date

Release: RFP May 18, 2020

Receive Proposals: June 8, 2020

Evaluation Process Begins: June 8, 2020

EVALUATION CRITERIA

FCPS will evaluate timely-submitted proposals that provide the best combination of qualifications and cost. Firms will be evaluated on the following criteria:

1. The bidder's experience.
2. Program plan.
3. Fee structure on Bid Proposal sheet

SUBMISSION REQUIREMENTS

The original proposal and three (3) copies must be delivered no later than Monday, June 8, 2020 at 12:00 P.M.

at which time bids will be opened by:

Amy Phillips, Administrative Assistant
Special Education Floyd County Public Schools
140 Harris Hart Road, NE
Floyd, Virginia 24091

SPECIFICATIONS

Proposals must be submitted in an appropriately marked sealed envelope. The front of the sealed envelope must contain **RFP# FCPS 2020-02** and the **full name of the submitting organization**. The Floyd County School Board will not assume responsibility for bids/proposals not labeled according to the above directions. Any explanation regarding the meaning or interpretation of Contract Documents, specifications, or any other Contract Documents must be requested in writing to the Special Education Department not less than ten (10) days before the time scheduled for the submission of Bids/Proposals. Any such explanation or interpretations will be made in the form of "Addenda" or "Clarification" to the documents and will be made available to all prime bidders/proposers. It shall be the bidder's/proposer's responsibility to obtain any published addenda by checking the Floyd County Public School's Internet Site (www.floyd.k12.va.us/Page/2683) for a copy of all addenda issued prior to the proposal due date. Because two or more addenda are sometimes issued, it is suggested that bidders/proposers check the Internet site frequently. A list of Bids, RFP's, and Addenda are listed on the Internet Site.

TERMS & CONDITIONS

1. BIDTERM

All Bids shall remain valid for a period of ninety (90) days after the scheduled bid due date. Withdrawal of bids due to error shall be in accordance with Section II-54 (ii). Code of Virginia.

2. REJECTION OF BIDS/PROPOSALS

FCPS reserves the right to reject any and all bids/proposals.

3. VIRGINIA PUBLIC PROCUREMENT ACT

All procurements made by the school division will be in accordance with the Virginia Public Procurement Act.

4. CERTIFICATION REGARDING SEX OFFENSES

As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board will require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

This requirement does not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

5. UNAUTHORIZED ALIENS

The School Board shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. DISCRIMINATION BY CONTRACTOR PROHIBITED

The School Board shall include the following provisions in every contract of more than \$10,000:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7. HOLD HARMLESS AGREEMENT

The firm shall protect, indemnify, and hold harmless the School Board of the County of Floyd, Virginia, County of Floyd and their respective officers, agents and employees from any and all demands, fees, claims, suits, actions or judgments resulting from services provided as a result of this bid.

8. PROCEDURE FOR PROTESTS

Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Finance Department of the Floyd County School Board no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia).

9. DISCLOSURE OF BID CONTENTS

Ownership of all data, materials, and documentation originated and prepared for the Floyd County School Board pursuant to the bid shall belong exclusively to the Floyd County School Board and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the vendor shall not be *subject* to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court; however, the vendor must invoke the protection of Section 2.2- 4332(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must *SPECIFICALLY* identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. *The classification of an entire bid document, line item prices, and/or total bid prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.*

10. VIRGINIA FREEDOM OF INFORMATION ACT

Except as provided below, once an award is announced, all proposals submitted in response to this request will be open to the inspection of any interested person, contractor or

corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by contractors as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Contractors may not request that its entire proposal be treated as proprietary information.

11. CONFLICT OF INTERESTS

The Selected Contractor represents to the School System that it's entering into this Agreement with the School System and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

12. ASSIGNMENT

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

13. AMENDMENT

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the School System's Superintendent and by the individual signing the Selected Contractor's proposal or by other individuals named by either party. If the Selected Contractor deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

14. INDEPENDENT CONTRACTOR

The Selected Contractor is not an employee of the School System, but is engaged as an independent contractor. The Selected Contractor will indemnify and hold harmless the Commonwealth of Virginia, the School System, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Contractor's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Contractor to make commitments which will bind the School System or to otherwise act on behalf of the School System, except as the School System may expressly authorize in writing.

15. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY

The Selected Contractor will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.

16. DRUG-FREE WORKPLACE

The Selected Contractor, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on the School System's property. During the performance of this Agreement, the Selected Contractor agrees to 1) provide a drug-free workplace for the Selected Contractor's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Contractor that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Contractor, the employees of who are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

17. GOODS AND SERVICES

During the term of this Agreement, the Selected Contractor will provide for the School System the goods and services offered to the School System by the contractor in its proposal and/or any addenda to its proposal which has been approved in writing by the School System and as may be further specified by the School System in writing when it selected the contractor. Goods must be delivered to each of the 5 schools, school board office, bus garage and maintenance shop and the bid price needs to reflect that delivery. Contractor must be able to deliver goods when ordered within 7 to 10 days of order being placed

18. TERM OF THE AGREEMENT

2020-2021 Academic School Year (dates have not been finalized for 2020-2021 but are typically mid-August 2nd half of month through the end of May) and Extended School Year 2020 (dates have not been finalized but are typically June through the mid-August first half of month).

There is an option for renewal by the School System, if agreeable to the Selected Contractor on the same terms and conditions for three additional one-year terms. FCPS and the contractor may renegotiate prices at the time of contract extension renewal. The Selected Contractor and the School System will mutually agree at least 60 days prior to each renewal option whether to renew the terms of the Agreement. Prices will be locked in at the bid prices for the first year of the contract.

19. CONTRACT ADMINISTRATOR

Melissa McDaniel, Director of Special Education, will serve as Contract Administrator for any Agreement which results from this request. She will be the point of contact at the School System for day-to-day operations. Her contact information is (540)745-9400.

20. WAIVER

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

21. INDEMNIFICATION

The Selected Contractor will indemnify and hold harmless Floyd County, Floyd County School Board, the Superintendent of the School System, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of the Agreement by the Selected Contractor or its agents or subcontractors, including the provision of any services or products. The Selected Contractor warrants that the products, goods and services provided the School System may be used by the School System without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the School System (its employees and agents) from and against any such claim.

22. GOVERNING LAW

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia. The Court of Record will be Floyd County, Virginia.

23. TERMINATION

If the Selected Contractor fails to provide quality goods or services in a professional manner, solely as determined by the School System, and, upon receipt of notice from the School System, does not correct the deficiency, to the School System's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the School System reserves the right to terminate this Agreement upon written notice to the Selected Contractor.

24. NON-APPROPRIATION

Funding for any Agreement between the School System and a Selected Contractor is dependent at all times upon the appropriation of funds by the Virginia General Assembly, Floyd County Board of Supervisors, and the Floyd County School Board and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

25. INSURANCE

Listed below is the insurance which the Selected Contractor may be required to maintain under any Agreement resulting from this request. Each Contractor will propose insurance which meets or exceeds the needs of the School System, and underwritten by insurers

that maintain at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the School System until the Contractor satisfies the insurance requirements of the School System. The Selected Contractor will provide the School System with valid Certificates of insurance with the bid.

Comprehensive Commercial General Liability: The Selected Contractor and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, with coverage for premises and operations, personal injury, contractual, and products/completed operations--\$1,000,000 aggregate limit.

Workers Compensation and Employers Liability: The Selected Contractor and any Subcontractor will maintain workers compensation insurance, providing coverage in accordance with the Virginia Workers' Compensation Act. This insurance will also provide employers liability coverage with limits of at least \$1,000,000.

26. FLOYD COUNTY SCHOOLS RIGHTS

Floyd County Schools reserves the right to make an award on the basis which best serves its interests, to accept or reject any and all bids, to buy any part or the proposal, and to waive any informality therein.

27. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The selected contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ and unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

28. PAYMENT

Payment to subcontractors should follow VA Code 2.2-4354.

29. TAXES

Sales to FCPS and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. FCPS excise tax exemption registration number is 54-6001281.

REQUEST FOR PROPOSAL RESPONSE SHEET

Name of Company _____

Contact name _____

Address _____

Phone / Fax _____

Email Address _____

SCC ID# _____

1. Summarize the firm's general qualifications, background, number of employees, etc.

2. Discuss the firm's previous relevant work experience, including resume and licenses of individual(s). One or more references should be provided, preferably a public school system. The name, title, address, and telephone number of the contact person should be provided.

3. Complete a Contractual Employee Certification and return with response (copy attached at the end of the RFP) for all employees who will or may work at any of the school locations. If a sub-contractor is used a certificate of compliance must also be completed for all employees who will be on the owner's property (copies of form can be made).

4. Complete a W-9 and return with response.

5. Compensation for the base physical and occupational therapy services in the amount of \$ _____ payable in ten (10) monthly installments of \$ _____.
Mileage \$ _____/mile.

Extended School Year Services (ESY):

- a. The rate of pay for Physical Therapy shall be \$ ___ and an hourly rate of the same amount paid for time spent in IEP meetings, additional requested meetings, and evaluations.
- b. The rate of pay for Occupational Therapy shall be \$ ___ and an hourly rate of the same amount paid for time spent in IEP meetings, additional requested meetings, and evaluations.

6. Please initial each item below indicating that you accept and will comply with the requirement terms of the contract.

Requirement	Initial
Evaluations for services will only be made after a referral from the office of Special Education is received. Evaluation reports will be sent to the Director of Special Education within 30 days of referral for evaluation. Therapy service to be provided only after eligibility is determined by a school based committee and a plan developed and signed. Any service must be reflected in an IEP or Section 504 Plan and service cannot be terminated without an IEP or Section 504 revision.	
Services are required to be provided in accordance with IEPs. If therapy is missed due to a therapist change in schedule, these sessions MUST be made up.	
If therapy is missed due to extended school closure, therapy MUST be provided remotely or will be made up when possible to provide the services as traditionally delivered without additional costs.	
Agency providers shall adhere to and be present in accordance with the school calendar.	
Provide staff in-service, IEP preparation and parent conferences when requested. Attendance of occupational therapist and physical therapist (not assistant) at IBP meetings of students receiving services is required when requested by school division.	
Payment will only be made when appropriate service documentation is provided.	
Provide necessary equipment for general therapy purposes. This would not include equipment that would be specific to meet the needs of a student. (Examples of specific equipment would include such items as specialized seating, standing tables, etc.)	
Provide six weeks reports of progress/report cards towards objectives to the special education secretary, providing enough lead time to allow distribution to the case managers for inclusion with academic report cards being sent home to parents.	
<p>There are two separate dates of service:</p> <ul style="list-style-type: none"> a. 2020-2021 Academic School Year (dates have not been finalized for 2020-2021 but are typically mid-August 2nd half of month through the end of May); b. Extended School Year 2021 (dates have not been finalized but are typically June through the mid-August first half of month). 	
Successful proposing party shall invoice and shall bill Floyd County Public Schools for costs incurred only. All claims to DMAS for Medicaid eligible students will be submitted by Floyd County Public Schools. Therapy providers will be reimbursed at the rate established in the providers' contractual agreement with Floyd County Public Schools only.	
Providers must be in compliance with all Medicaid reimbursement and documentation procedures.	

<p>Invoices for services should be submitted monthly by the 20th of each month. Invoices shall reflect the amounts charged to other sources. Invoices should also:</p> <ul style="list-style-type: none"> a. Reflect type of service (direct therapy, consultative therapy, evaluation, meeting) b. Reflect the name of each student c. Be grouped by school d. Reflect the amount of service rendered e. Any cost for travel should be invoiced separately f. Payment will be made at the next School Board Meeting, usually held on the second Monday of the following month. 	
<p>Price shall be a Monthly rate.</p>	
<p>The travel cost per mile should be included in the proposal. The rate of pay for physical and occupational therapy for extended school year services (ESY) as a separate per visit rate, and an hourly rate of the same amount paid for time spent in IEP meetings, additional requested meetings, and evaluations.</p>	
<p>Services shall be provided at the student's school site or location determined by school.</p>	
<p>Follow the IDEA and State Regulations governing requirements regarding special services to students.</p>	
<p>The rate of pay for physical and occupational therapy for extended school year services (ESY) as a separate per visit rate, and an hourly rate of the same amount paid for time spent in IEP meetings, additional requested meetings, and evaluations.</p>	

Signature of Bidder

Date



FLOYD COUNTY PUBLIC SCHOOLS
Special Education Department
140 Harris Hart Road, NE • Floyd, VA 24091
(540) 745-9400 • FAX (540) 745-9496

CONTRACTUAL EMPLOYEE CERTIFICATION

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. The contractor shall not send any employee or agent who is a registered sex offender to any school building or school property. Monthly, the contractor shall check the registry to determine if any employee is registered.

Any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities.

Legal reference§ 22.1-296.1 of the Code of Virginia

Agency Name and Address:

Signature Employer

Date

Employee Name and Address:

Signature Employee

Date