

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – August 25, 2020**

PROCUREMENT SOLICITATION

**RFP 18-P-024-WH – Medicaid Fee for Service, Scheduling System
and Administrative Claiming - Bid Assignment**

<input type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input type="checkbox"/> (PB) Piggyback
<input checked="" type="checkbox"/> (RFP) Request For Proposal	<input type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input type="checkbox"/> (SS) Sole Source		

REQUESTOR: Student Services

Legal Review Required: **Yes** **No**

Standard Template Used with No Changes: **Yes** **No**

Standard Template Type: Bid Assignment Agreement

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
From: Accelify Solutions To: Frontline Technologies Group, LLC	N/A	-Medicaid Billing Service -Student Service Tracking System -Resource Estimation, Allocation and Scheduling System -Administrative Claiming System
Total	N/A	

<input checked="" type="checkbox"/> Bid Assignment	New Contract Amount	N/A
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Effective October 2, 2019, Frontline Technologies Group, LLC acquired Accelify Solutions. Pending Board approval, the above-mentioned RFP that was awarded to Accelify Solutions will be assigned to Frontline Technologies Group, LLC at the same pricing, terms and conditions.

The standard Bid Assignment template has been used, with changes approved by Legal Services on June 18, 2020.

CONTRACT TERM:

The bid assignment shall become effective August 26, 2020.

RECOMMENDATION:

It is the recommendation of Christine Moore, Assistant Superintendent of Student Services and Dr. Kimberly Bias, Director of Support Services to approve the attached bid assignment with Frontline Technologies Group, LLC.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012



ASSIGNMENT AGREEMENT

By and Between

The School Board of Brevard County, Florida

And

ACCELIFY SOLUTIONS, LLC

And

FRONTLINE TECHNOLOGIES GROUPS, LLC

THIS ASSIGNMENT AGREEMENT (“Assignment”) is made by and between Accelify Solutions, LLC, having its principal office located at 16W 36th Street, Suite 902, New York, NY 10018 (hereinafter referred to as the “Assignor”) and Frontline Technologies Groups, LLC, having its principal office located at 1400 Atwater Drive, Malvern, PA 19355 (hereinafter referred to as the “Assignee”) and duly accepted by The School Board of Brevard County, Florida, a political subdivision of the State of Florida, with its principal office located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the “SBBC”) as evidenced by the signatures affixed below.

WHEREAS, the Assignor entered into an Agreement with SBBC on the 23 day of May, 2018 with said services competitively solicited under RFP 18-P-024-WH - Medicaid Fee for Service, Scheduling System, and Administrative Claiming;

WHEREAS, the Agreement has an expiration date of May 22, 2021, and may be extended as permitted therein;

WHEREAS, the Assignor desires to assign all of its rights and obligations under said Agreement and any subsequent modifications (collectively hereinafter “Agreement”, a copy of which is incorporated herein) to the Assignee; and

WHEREAS, pursuant to the provisions contained in the Agreement, an assignment of same requires the approval by SBBC.

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

1. The Assignor does hereby delegate all its obligations, responsibilities, and duties and does hereby grant, pledge, assign, and transfer any and all of its rights, title, and interest in and to the above referenced Agreement to the Assignee.

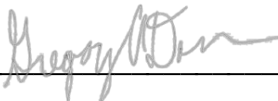
2. The Assignee hereby accepts the assignment of all the Assignor's obligations, responsibilities, and duties as well as all of Assignor's rights, title, and interest in and to the Agreement.
3. The Assignor agrees to remain jointly and severally liable for all work performed on behalf of SBBC on or prior to October 2, 2019.
4. Notwithstanding the foregoing, the Assignor agrees to defend and indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignor's performance prior to the assignment of the Agreement and resulting from the Assignee's performance after the assignment of the Agreement, provided however, that after the assignment of the Agreement SBBC shall first look to the Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from the Assignee's performance.
5. The Assignee agrees to indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignee's performance after the assignment of the Agreement.
6. SBBC, in executing its consent to this Assignment, does not release the Assignor from any claims or remedies it may have against the Assignor under the Agreement.
7. It is declared to be the intent of the parties hereto that if any section, sentence, clause, phrase, or portion of this Assignment is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
8. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules, and/or regulations. The venue for any and all litigation arising under this Assignment shall lie in Brevard County, Florida.
9. The Assignor and the Assignee hereby represent that they have not entered into any other agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.
10. E-Verify. Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion.

Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

11. All rights, title, and interest to the Software and any work product, documentation, deliverables, or other materials provided by Frontline in connection with the Software and services provided to the District (collectively, "Work Product") are expressly reserved and retained by Frontline or its suppliers, including any service, program or other application that is designed to integrate and be used with the Software, whether or not owned by Frontline, and all improvements, modifications, derivative works, and intellectual property rights in any of the foregoing. Nothing in this Agreement conveys title to, or ownership of, the Software or Work Product to the District. Except for the rights and licenses expressly granted in this Agreement, Frontline grants no other rights or licenses, whether by implication, estoppel, or otherwise.

IN WITNESS WHEREOF, this Assignment is hereby made effective this 20th day of July, 2020.

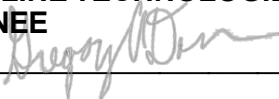
**ACCELIFY SOLUTIONS, LLC
ASSIGNOR**

By: 

Print: Gregory A. Doran

Title: Managing Member

**FRONTLINE TECHNOLOGIES GROUPS, LLC
ASSIGNEE**

By: 

Print: Gregory A. Doran

Title: CFO

THIS ASSIGNMENT is hereby accepted by The School Board of Brevard County, Florida, this ____ day of _____, 20____.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____
Misty Belford, Chairperson