

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between **FIRST COAST MOBILE AUDIOLOGY** ("Contractor"), and the School Board of Clay County, Florida ("Board" or "District"), collectively referred to hereinafter as "the Parties," which Agreement shall become effective on the date it is fully executed by the Parties.

WHEREAS, the District is engaged in the activity of providing educational opportunities to children; and

WHEREAS, Contractor has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the District desires to engage the services of Contractor, the Parties agree as follows:

1. Contractor shall timely perform and deliver to the District services which include: **Audiological services to eligible Exceptional Student Education students. Services include Audiological evaluations, fitting for hearing aids, FM systems, and Audiological consultations.**

2. In exchange, Contractor shall be compensated by the District as follows: **\$76.00 per hour.** Invoicing and payment obligations and procedures shall comply with and be governed by section 218.70, et seq., Florida Statutes ("Prompt Payment Act").

3. The term of this Agreement commences as of the date upon which it is fully executed and shall terminate on **June 30, 2019** unless earlier terminated as set forth below.

4. Upon thirty (30) days' notice to Contractor, the District may terminate this Agreement at its convenience and without cause. However, the District may immediately terminate this Agreement without penalty upon: (a) Contractor's violation of any federal, state, or local law, regulation, or rule; (b) neglect of any duty owed to the School by Contractor, including, but not limited to any unauthorized absence from any scheduled event; (c) Contractor's inability or disqualification to perform its obligations to the School; or (d) incompetence or unprofessional conduct by or on behalf of Contractor.

5. Contractor shall perform such services in a manner customarily performed by one having special expertise in the same or substantially similar position, and such other related services as may be requested by the District during the term of this Agreement.

6. The means by which the services called for under this Agreement are performed shall be determined by the Contractor, but such means must satisfy the schedules, deadlines, and objectives established by the District.

7. Contractor shall at all times comply with state law, federal law, and School Board Policies during the performance of this Agreement. Any violation of this term will result in the immediate termination of the Agreement with no penalty to the District.

8. Contractor understands that this Agreement does not form an employer-employee or agency relationship with the District. Contractor is not authorized to enter into agreements on behalf of the District, or to order or purchase goods or services or to otherwise purport to contractually bind or legally obligate the District in any way.

9. Contractor understands that no federal or state taxes are being withheld from compensation under this Agreement, and Contractor has the responsibility to pay any and all taxes, fees, and other payments imposed by any applicable laws, regulations,

or rules. Contractor shall indemnify and hold harmless the District for any failure to satisfy such liabilities.

10. As a condition precedent to this Agreement, Contractor shall present the District with a Certificate of Insurance (“COI”) which must provide for the following policies of insurance/coverages at the minimum amounts shown:

- 1. General Liability Policy:
\$1,000,000.00 per occurrence
\$2,000,000.00 aggregate

- 2. Auto Liability Policy:
\$1,000,000.00 combined single limit
\$5,000,000.00 (if charter or common carrier)

- 3. Worker’s Compensation Policy:
\$100,000

Note: If the Contractor is exempt from Worker’s Compensation insurance obligations, the Contractor must sign the *Worker’s Compensation Acknowledgment Form* attached hereto as **Exhibit A**.

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the School Board to thirty (30) days’ notice of cancellation of such policy or any of the coverages provided by it.

11. By entering into this Agreement, Contractor acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the School Board, Contractor shall indemnify, defend, and hold harmless the School Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or

intentionally wrongful conduct of Contractor, its employees, or agents relating to the performance of duties imposed upon Contractor by this Agreement. Such indemnity shall not be limited by benefits payable by or for Contractor under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the District written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement. Contractor's obligations under this section shall survive the termination of this Agreement.

12. Contractor represents and warrants to the District that Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes at Contractor's sole expense and shall provide the District proof of such compliance upon request. Contractor's indemnification obligations to the District extend to and include any liabilities, injury, or damages resulting from Contractor's failure to comply with the requirements of this paragraph.

13. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.

- d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

All records transmitted to the District must be provided in a format that is compatible with the District's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

14. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

16. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

IN WITNESS WHEREOF, the Parties, by and through execution of this Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Agreement.

AS TO CONTRACTOR:

Melisa Sharpe
(Printed Name)

Melisa Sharpe
(Signature)

Audiologist
(Title)

9/3/18
(Date)

1065 Meadow View Ln

St. Augustine, FL 32092

904-982-4833 / mh-sharpe@yahoo.com

(Address)
(Phone number and e-mail)

AS TO BOARD/DISTRICT:

(Printed Name)

(Signature)

(Title)

(Date)

(Address)

(Phone number and e-mail)

EXHIBIT A

INDEPENDENT CONTRACTOR WORKERS COMPENSATION ACKNOWLEDGEMENT

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.

6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.

7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

9. Contractor had an opportunity to review and consult with legal counsel regarding this document.

10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: First Coast Mobile Audiology / Melisa Sharpe

Signature of Authorized Representative: Melisa Sharpe

Printed Name of Authorized Representative: Melisa Sharpe

Title of Authorized Representative: Audiologist

Date: 9/3/18



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 7/24/2018

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0619520847 from 08/12/18 to 08/12/19 at 12:01 AM Standard Time

Named Insured and Address:
Melisa H Sharpe
1065 Meadow View Ln
St Augustine, FL 32092-1055

Program Administered by:
Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpso.com

Medical Specialty:
Audiologist

Code:
80716

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 265.00

Base Premium

Premium reflects Self Employed , Part Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns of policy form numbers: G-121500-D, CNA80989, G-121503-C, G-121501-C, G-145184-A, G-147292-A, GSL15563, etc.

Handwritten signature of Chairman of the Board

Chairman of the Board

Handwritten signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	DESCRIPTION
G-121500-D	Common Policy Conditions
CNA80989	Concealment, Misrepresentation, Fraud Condition Amendatory Endorsement - Florida
G-121503-C	Workplace Liability Form
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D09	Florida Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures
G-141231-A	Additional Insured Healthcare Entity

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)

Master Policy#: 188711433

Named Insured: Melisa H Sharpe

Policy#: 0619520847

APPROVED

Pending Comments below addressed 190055

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

9/6/18

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 8/9/18

Contact Initiator (Name of Person Overseeing the Contract): Jeri Hardin

Telephone Number: 904-336-6867

School/Department Submitting Contract: County Office / Exceptional Student Education

Vendor/Contractor Name: First Coast Mobile Audiology, LLC

Contract Title: Audiological Therapy Services Contract – FY 2018-2019

Contract Type: New Renewal Amendment Extension Date Original Contract Approved: 08/31/2006

Contract Term: July 1, 2018 - June 30, 2019

Renewal Options(s):

Contract Cost: \$63,840.00

Payment Schedule (Monthly? Upon delivery? When finished?): Monthly

Funding Source: 0100.5200.0310.0005.0000

Purchase Requisition No.: R010453

Strategic Plan Tie-in Explanation: Strategy 3.2. Develop systems and processes that focus on developing the whole child. Audiological services are required under the Individuals with Disabilities Education Act (IDEA)

Pre-Approved by Superintendent or Designee? Yes No

Additional Information: This contract provides Audiological services to eligible Exceptional Student Education students. Services include Audiological evaluations, fitting for hearing aids, FM systems, and Audiological consultations. Using an annual contract for services is more cost efficient than an ad hoc approach and ensures continuity of services for students with disabilities and supporting staff.

RECEIVED
8/16/18

RECEIVED
AUG 10 2018
PURCHASING

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract: "The terms and conditions Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

(If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage).

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	Approved	Denied	Using SBAO so why addendum A? but good thing because section 2 missing words. (Obj + 0310/Health) OK only if signs work comp (per talk w/ Rotti) portion of contract & initials written changes
Review Date: 8/14/2018	BFS		
Risk Management Department	Approved	Denied	
Review Date: 8/16/18	OKAD		
School Board Attorney	Approved	Denied	
Review Date: 9/16/18			
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			