

APPROVED

Pending Comments
Below addressed

DONE
190119

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:

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

Date Submitted: December 10, 2018

Contract Initiator (Name of Person Overseeing the Contract): Michael McAuley Telephone Number: x66513

School/Department Submitting Contract: County Office/Climate and Culture

Vendor/Contractor Name: INVO

Contract Title: INVO IMPACT Team

Contract Type: New Renewal Amendment Extension Date Original Contract Approved: Title I

Contract Term: January 1, 2019 - June 30, 2019 Renewal Option(s): \$22,033.33

Contract Cost: Not to exceed \$212,922.93 Payment Schedule (Monthly? Upon delivery? When finished?): Monthly

420.6400310.9004.0000.4010.000.9

\$1,901,889.60
Title IV

Funding Source: 420.6400310.9004.0000.4080.000.9 Purchase Requisition No.:
(2018-19 Title IV grant)

Strategic Plan Tie-in Explanation: 1.1 Provide teachers and students with the tools and resources necessary to meet the demands of the Florida Standards and students' individual needs.

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:

This program will satisfy the Safe and Healthy Schools element of the Title IV grant requirements.

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED 2018 Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract: "The terms and conditions of 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].

RECEIVED DEC 10 2018

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Erizant States INVO (CA-1.012(12)(g))
Review Date: 12/13/18	BFS		and (11)(a) Health Services (See Contract Issues)
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 12/19/18	CCCL		
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/14/19	BFS for Blyner		with noted changes - See Distribution List

* "School Board of Clay County, Florida" - pgs. 4, 6, 7

Effective Date: P. 1 Line 1 and #14

Begin Date: P. 2, #4 "Term"

Add "Addendum" incorporation language P. 3, #9

Add word TO P. 3, #12(b)

P. 10 - * Exh. B - fee schedule - see notes with Qs. A or D detail at your pleasure

MASTER SERVICES AGREEMENT

THIS AGREEMENT is made as of the effective date set forth in ~~Section 21~~Paragraph four (4) of this Agreement (the "Effective Date") by and between *Invo Healthcare Associates*, 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as "*Invo Healthcare*") and ~~District Clay School Board of Clay County, Florida~~County Public Schools, 23 South Green Street Green Cover Springs, FL 32043 (hereinafter referred to as "*District*").

THIS AGREEMENT is intended to describe the conditions of the AGREEMENT which *Invo Healthcare* will engage its Service Providers, who in turn provide specialized therapeutic and behavioral intervention services to individuals designated by the *District*.

THE PARTIES wish to enter into an AGREEMENT and agree to the following:

1. Relationship of Parties:

The *District* understands and agrees that *Invo Healthcare* and the service provider(s) are acting and performing as independent contractors at all times. Accordingly, nothing in this AGREEMENT shall permit the District to exercise control or direction over the means or methods by which service providers perform the services for which they have been engaged. However, the *District* and the service provider(s) shall fully comply with all performance standards set forth in this AGREEMENT all currently approved and generally accepted professional standards governing the particular professional specialty for which service provider(s) has been engaged, and all other applicable local, state or federal rules and regulations pertaining to licensure and the provision of professional services.

2. Services:

Both parties agree that the scope of *Invo Healthcare's* responsibility, as set forth in the AGREEMENT, is limited to contracting with service provider(s) who will provide the services for the clients of the *District* located in the state of Florida.

Invo Healthcare will provide the services outlined in the attached Exhibit A – Scope of Services.

Upon the request of the *District*, *Invo Healthcare* shall replace any individual provider providing services to the *District* with another qualified provider acceptable to *Invo Healthcare and District*.

3. Duties of Service Provider(s):

- (a) The services provided by the service provider(s) under this AGREEMENT will be consistent with the available facilities, the service provider(s)'s professional judgement and the standards established in the *District's* community.

- (b) The service provider(s) shall maintain adequate and current records, in the manner required by the **District**, for individuals who are provided with service.
- (c) The service provider(s), under their contract must comply with policies, rules, and regulations of the **District**.

4. Term:

This AGREEMENT term shall begin on or about ~~June 8, 2018~~February 8, 2019 and extend until June 30, 2019.

5. Fees:

Invo Healthcare shall be compensated for services rendered as identified in **Exhibit B - Fee Schedule** with an approved amount not to exceed \$~~193,600~~212,922.23.

In the event that service provider(s) must travel between locations after arriving for work on a given date, billable hours will include transportation time from one location to another.

6. Duties of District:

- (a) The **District** will provide the service provider(s) with adequate work areas and equipment, as deemed necessary by the **District**, for the service provider(s) to perform her/his job.
- (b) The **District** will provide support services as needed.

7. Service of Notices:

Notices served on the **District** will be served by Certified Mail with a return receipt, to Clay County Public Schools, 23 South Green Street Green Cover Springs, FL 32043. Notices served on **Invo Healthcare** will be served by Certified Mail with a return receipt, to Invo HealthCare Associates, 1780 Kendarbren Drive, Jamison, PA, 18929.

8. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the State of Florida.

9. Scope of Agreement:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous AGREEMENTS, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other AGREEMENT included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby. This AGREEMENT incorporates the terms of "Addendum A," which consists of four (4) pages, which Addendum is attached hereto.

10. Amendments:

This AGREEMENT may be amended at any time by mutual AGREEMENT of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the **District** and **Invo Healthcare**.

11. Non-Interference, Non-Solicitation, and Restrictive Covenant:

District agrees that it may not during the term of this AGREEMENT and for one (1) year after the expiration or termination of this AGREEMENT, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the any service provider(s) that any **Invo Healthcare's** staff introduces to **District** arranges for interview with **District**, or who has provided Services to **District** by or through **Invo Healthcare**.

12. Default:

The **District** will be in default if any of the following happens:

- (a) The **District** fails to make any payment when due.
- (b) The **District** makes any representation or statement to **Invo Healthcare** that intentionally is false or misleading in any material respect.

13. Confidential Information:

- (a) Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the **District** relating to the educational, employee, student record, technical, business, or corporate affairs of the **District**; **District** students, **District** property; user information, including, without limitation, any information pertaining to usage of the **District's** computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; student records as defined by Federal and Florida law; and the existence of, and terms and conditions of, this Agreement.

- (b) No Disclosure of Confidential Information by Invo Healthcare. **Invo Healthcare** acknowledges that it shall, in performing the Services for the **District** under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. **Invo Healthcare** shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the **District**. Invo Healthcare may disclose Confidential Information if consented to in writing by the **District**, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the **District** of such potential release.

In addition, **Invo Healthcare** shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) regarding the confidentiality of student "education records" as defined in FERPA. Any use of information contained in student education records to be released must be approved by the **District**. To protect the confidentiality of student education records, the **District** will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

- (c) Return of Confidential Information and District Property. Upon the termination of this Agreement, **Invo Healthcare** shall return all Confidential Information and other property, documentation, or records belonging to the **District**.

14. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach or any part by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

15. Privacy:

Invo Healthcare and the service providers(s) will comply with all HIPAA privacy and security regulations as defined in 45 Code of Federal Regulations Part 160 and Subparts A, C and E of Part 164, as from time to time amended and all other applicable state and federal laws. **Invo Healthcare** and any employee, subcontractor, or agent of **Invo Healthcare** who has access to individual files and/or private health information accept the responsibility to maintain the confidentiality and privacy of that material regardless of whether it was read, heard, or discussed in a meeting, and regardless of it being marked "Confidential". Under no circumstances is material in the files to be duplicated, disseminated, given verbally to unauthorized persons, or shared on social media. Access to files is accomplished only for the purpose of developing, implementing and maintaining an individual's services. The confidentiality obligation set forth herein shall survive the termination of this AGREEMENT for any reason whatsoever, remaining valid and in full force.

16. Insurance:

Invo Healthcare shall carry for the duration of this AGREEMENT the following the following types of insurance:

- Comprehensive General Liability Insurance, occurrence form, (including product liability coverage when applicable) \$1,000,000 per occurrence with an annual aggregate of at least \$3,000,000.
- Workers' Compensation Insurance, as required by Florida law.
- Professional Liability with limits in the per claim amount of not less than One Million Dollars (\$1,000,000.00) and the annual aggregate of not less than Three Million Dollars (\$3,000,000). Coverage must include sexual abuse and molestation and be on an occurrence form.
- Personal Auto Insurance with a combined single limit of \$1,000,000.
- Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability and property damage insurance policy shall name the **District**, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the **District**. **Invo Healthcare** shall provide the **District** with certificates of insurance and/or copies of policies reasonably acceptable to the **District** evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the **District** to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the **District** by certified mail, return receipt requested.

17. Safety of District's Consumers:

The health, safety, and security of **District** consumers are paramount. **Invo Healthcare** agrees to take all proper, legal, and necessary measures to ensure the safety of **District** consumers for the duration of this AGREEMENT. Further, **Invo Healthcare** agrees not to take any action that will place the health, safety, or security of the consumer at risk. If **District** has any reasonable concerns about the health, safety, and security of its consumers during the execution this AGREEMENT, **District** reserves the right to immediately cancel, suspend or otherwise terminate this AGREEMENT.

18. Indemnification:

Invo Healthcare agrees to defend, indemnify and hold **District** and its affiliates, officers, employees, trustees and partners harmless from all claims, demands, damages, and expenses, including attorney's fees arising out of or claimed to arise out of the acts, errors, omissions, and/or negligence of **Invo Healthcare** or its agents resulting in whole or in part from work performed under this AGREEMENT.

19. Discrimination in Services:

Invo Healthcare agrees that service provider(s) shall not exclude any person from participation in the services that are the subject of this AGREEMENT on the basis of race, color, sex, creed, disability, sexual orientation, national origin, or the inability to pay.

THE PARTIES execute this AGREEMENT on the _____ day of _____, 2017.

Clay County Public Schools School Board of Clay County, Florida **Invo HealthCare Associates**

By: _____
Title: _____
Date: _____

By: _____
Title: _____

Exhibit A - Scope of Services

The Invo team is dedicated to the provision of effective educationally-based therapy and behavioral intervention services. Each member of our team is committed to their position and we are all driven by the knowledge that what we do directly impacts the lives of children. We strive to make a meaningful difference in the lives of these children and we work towards that goal each day.

The INVO Multidisciplinary Program to Address Childhood Trauma (IMPACT) Teams are designed to provide the requisite level of comprehensive wrap around support services to students who are dealing with Adverse Childhood Experiences (ACEs): Emotional, Physical, and Sexual Abuse, Neglect, Parent Separation/Divorce, Witness to Domestic Violence, Mental Illness, Incarceration, Death of Family Members, Substance Abuse, and complications related to a life in poverty. Complete with Licensed Social Workers (LSW)/Mental Health and Substance Abuse Counselors (MHC/SAC), and Behavior Analysts (BCBA/RBT), IMPACT Teams provide the children with intense, regular support to eradicate or manage the barriers that impede academic progress and performance and, often lead to truancy and behavior problems both in and out of school. The IMPACT Team approach provides weekly updates to the school and/or district liaison (and if necessary and authorized, the courts) and where necessary, coordinates additional services from within the school district or from outside agencies as needed to support the family units. All of these services are delivered in the students' existing school(s) with sessions at home as needed.

By allocating the resources of the IMPACT Team to this tier three (3) student population, in addition to the team approach to data sharing and intervention, the school/district enables existing support professionals to lower their caseload to more manageable numbers and cases and thus enhance levels of support for tier one (1) and two (2) student needs.

Citing the needs of ~~Clay County Public Schools~~The School Board of Clay County, Florida, the specially designed IMPACT Team, consists of 1 Full-time Licensed Social Worker, ~~1~~2 Full-time Licensed Mental Health Counselors, 1 Full-time Board Certified Behavior Analyst, and ~~1~~1.5 Registered Behavior Technicians, and can serve ~60 - 85 students at a given time in grades K - 12, and their families. In addition to the direct service providers listed above, the program is supported by company resources, including clinical leadership, program development, research/evaluation in collaboration with a Research 1 University, and family support.

The role of each of the dedicated IMPACT Team members is as follows (All clinical professionals who focus on the psychological challenges of students will also be trained to focus on identifying and addressing the behaviors manifesting from those challenges):

The Licensed Social Worker will work with the children and their families in dealing with mental health issues, substance abuse, public health, school social work, medical social work and children and family therapy.

The Licensed Mental Health Counselor is a highly trained mental health professional that helps families collectively deal with relationship and behavioral issues in and outside of the family unit as well as advising children suffering from substance abuse.

The Board Certified Behavioral Analyst will plan and oversee the development and implementation of systematic interventions using the principles of Applied Behavior Analysis (ABA) for students to reduce problematic behaviors and promote the development of new skills to support a positive learning environment in the school and home setting.

Under the supervision of the Board Certified Behavioral Analyst, the Registered Behavioral Technicians will provide behavioral interventions to improve student skills and reduce problematic behaviors in the home and school setting.

Support professionals will intervene in the following ACE indicators as such:

Indicator/Intervention	LSW	MHC/SAC	BCBA	RBT
Emotional Abuse	X	X		
Physical Abuse	X	X	X	X
Sexual Abuse	X	X		
Neglect	X	X	X	X
Low SES	X	X	X	X
Separated Parents/Divorce	X	X		
Witness to Domestic Violence	X	X	X	X
Family Illness (Mental and Medical)	X	X		
Incarceration	X	X	X	X
Death	X	X	X	X
Substance/Alcohol Abuse	X	X	X	X

The general process of intervention would follow three basic steps and include several components as follows:

Step 1: Eligibility Determination and Intake Assessment

- The IMPACT Team approach is intended to be individualized and customizable for each school/district. Therefore eligibility determination for programming beyond only students being identified as Tier 3 would be determined in cooperation with the participating school/district. In general, reasonable factors should include academic performance, consistency in attendance, number of behavioral incidents, type of behavioral incidents, willingness of parent(s) to participate, and ACE indicators as demonstrated by the ACE-IQ (or other means as deemed appropriate by the school/district). The intake assessment would also include individual evaluations by each member of the IMPACT team.

Step 2: Intervention

- The uniqueness of this approach is that it brings together members of a truly multi-disciplinary team utilizing each profession in an efficient and functional manner maximizing time by focusing on addressing underlying emotional, physiological, and behavioral needs and teaching functional alternative behaviors with a pro-social and pro-academic focus and equipping the students and/or

caregivers with the skills to assess, alter, and maintain more healthy living and learning styles at school, at home, and in the community.

- The intervention process includes regularly scheduled sessions with members of the IMPACT team for the students, his/her caregivers, and the school staff so that a truly comprehensive treatment approach can be implemented. The amount of and type of sessions will be determined by members of the IMPACT team, but it is anticipated that each student/caregiver will have daily contact with at least one member of the IMPACT team.
- The focus of intervention initially will be on success at school academically and socially, and as success is achieved the focus will be shifted toward the home environment and the community.
- Faculty and staff at the targeted schools will be assessed on a nationally recognized cultural competency assessment and be provided professional development on cultural competency. The assessment and the professional development will focus on how to best provide support to students with high number of ACEs.
- The intervention process will be monitored on an on-going basis by a comprehensive data collection system that will measure academic progress, social skills, maladaptive behavior, and parental/caregiver involvement.

Step 3: Transition

- It is anticipated that initial involvement with the IMPACT team will be more intensive, but as intervention becomes effective, the need for frequent support and monitoring will be reduced. The transition phase will involve transferring treatment authority and efficacy to the school staff and caregivers using a plan that is mutually agreed to by all parties including the student. It is expected that the amount of parental/caregiver involvement in this phase would increase as the IMPACT team will focus on empowering the caregivers, school staff, and students without the need for intensive support-a maintenance plan.

Exhibit B - Fee Schedule

All services will be invoiced on a monthly basis to include both direct, indirect and management services.

All direct and indirect services are billed monthly as utilized and by each individual position. The rates for each role are as follows:

Role	Hourly Rate (direct and indirect services)
Board Certified Behavior Analyst	\$68.00
Licensed Social Worker	\$52.00
Licensed Mental Health Counselor	\$52.00
Registered Behavioral Technician	\$31.00

Program Management services (Research oversight and evaluation/ Program and family support) will be billed monthly at a rate of \$1,000.00/month from ~~September-February~~ through June.

"ADDENDUM A"
TO
TO CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least 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 charter or common carrier
3. Worker's Compensation Policy:
 - \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

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. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance ("COI") shall

name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor 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 the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR 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

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: Jason T. Ralph

Printed Name: Jason T. Ralph

Title: COO

Date: 12/10/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integro USA Inc. dba Integro Insurance Brokers 200 Glenridge Point Parkway Suite 400 Atlanta, GA 30342	1-404-439-8000	CONTACT NAME: Certificates New York PHONE (A/C, No, Ext): 212-295-8000 E-MAIL ADDRESS: CertificatesNY@integrogrou.com	FAX (A/C, No): 212-295-5501
INSURED Invo Healthcare Assoc., LLC 1780 Kendarbren Drive Jamison, PA 18929		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ARCH SPECIALTY INS CO <i>At</i>	NAIC # 21199
		INSURER B: AMERICAN CAS CO OF READING PA <i>A</i>	20427
		INSURER C: CONTINENTAL INS CO	35289
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 52276641 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab- Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FLP0060215-01	03/09/18	03/09/19	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 ✓ PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6046239105	03/09/18	03/09/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTIONS \$			FLP0060215-01	03/09/18	03/09/19	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6046239072	03/09/18	03/09/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C				6046239251	03/09/18	03/09/19	E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse or Molestation			FLP0060215-01	03/09/18	03/09/19	Each Incident 3,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 School Board of Clay County to the extent required by written contract, is an additional insured.

RE: Abuse limits are included and part of General Liability: \$1M/\$1M and Umbrella Liability: \$2M/\$3M.

CERTIFICATE HOLDER School Board of Clay County 23 South Green Street Green Cove Springs, FL 32043 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Keren von Schmidt</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.