

Health-Tech Consultants, Inc.
Po Box 331330 • Atlantic Beach, Florida 32233
Telephone: (904) 247-0020 • Fax: (904) 247-0104 • E-mail:

LETTER OF AGREEMENT

The following letter of agreement is between the 21st Century CCLC grant program of the School Board of Clay County Florida and Health-Tech Consultants, Inc. an independent contractor, commencing on August 1, 2018 and ending on July 31, 2019.

I. The School Board of Clay County Florida agrees to the following:

- A. To designate a representative to coordinate with the independent contractor on the various activities involved in the 21st Century CCLC Evaluation Project and to cooperate in all matters requiring concurrence and/or approval.
- B. To assist Health Tech Consultants staff in the development of pretest, posttest, surveys and other assessment tools needed to conduct an evaluation of the project.
- C. To assume responsibility for the data collection of all project participants in the 21st Century CCLC Project.
- D. To provide Health -Tech Consultants with project data, as identified in the 21st Century CCLC Evaluation Design.
- E. To grant to Health-Tech Consultants the right to publish, in a manner that protects the identity of 21st Century CCLC Project and its clients as established by the American Psychological Association and meets the ethical standards of the American Evaluation Association, results from the evaluation-research study.
- F. To pay the independent contractor an amount not to exceed \$11,000 in two equal payments of \$5,500.00 on March 1, 2018 and \$5,500.00 on July 15, 2018.

II. Health-Tech Consultants, Inc., agrees to the following:

- A. To provide services for data collection, data analysis, and reporting as necessary to complete the evaluation process identified in the 21st Century CCLC Project Evaluation Plan these will include the following items:
 - Where indicated to develop, in coordination with program staff, pretest, posttest and program implementation surveys, to be used as an evaluation tool for the assessing of grant project outcomes.

- As feasible, to develop machine-readable answer forms for above tests and surveys.
- To assist staff in developing electronic spreadsheets and databases that may be used in future program planning and assessment activities.
- To provide scanning of data collection forms if relevant and input of project evaluation data into electronic (i.e., SPSS) format.
- To provide, in a timely manner, analysis of data to the 21st Century CCLC Project Director, and the project staff.
- To assist the 21st Century CCLC Project Director and project staff in the development of reports of project outcomes to District personnel, State and Federal agencies.

B. To provide technical assistance and consultant services to the 21st Century Project programs as necessary to ensure the satisfactory design, implementation and completion of program research and evaluation activities.

C. To provide the Project Director with an executive summary report of project research-evaluation results on an annual basis.

D. To provide technical assistance and consultant services to the 21st Century CCLC Project Director and project staff as needed to provide for the publication of evaluation-research results in appropriate professional journals, presentation of evaluation-research results at professional conferences, and presentation of evaluation-research results to Federal and State agencies.

E. To provide to the 21st Century Project Director, at the conclusion of the program evaluation, all records, documents, electronic data files, and other similar materials used in conducting the program evaluation.

F. To assume the responsibility for any individual that may be employed by the independent contractor to assist in completion of the tasks identified in this letter of agreement.

III. **Health-Tech Consultants, Inc.**, an independent contractor, shall be free to exercise discretion and independent judgment as to the methods and means of performance of the services and products contracted for the above except when specifically specified in this agreement.

IV. In no event shall this Agreement constitute an employment Agreement, and the Contractor shall be considered only as an independent Contractor and not as an employee, agent partner, or joint venture of the Clay County Public Schools. Health-

Tech Consultants, Inc. shall be responsible for its equipment, transportation, insurance and all of its own expense in connection with the furnishing of work or services described above.

V. MODIFICATION OF LETTER OF AGREEMENT:

This letter of agreement may be extended, renewed, or otherwise changed only by an agreement executed in the same manner as the original.

ADDENDUM TO AGREEMENT:

School Board of Clay County Florida reserves the right to cancel this Agreement in its entirety with 30 (thirty) days written notice to Health-Tech Consultants, Inc.

Neither party for reasons of this Agreement will be obligated to defend, assume the cost of defense, hold harmless or indemnify the other from any liability to third parties for loss or damage to property, death or personal injury arising out of or connected with the work under this Agreement.

This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event any dispute arises which result in litigation, the parties agree that jurisdiction and venue will lie in the state courts of Clay County, Florida.

Any products or materials furnished by the School Board of Clay County Florida or any product produced under this Agreement will remain the exclusive property of the School Board to be used exclusively for the School Board of Clay County Florida.

Health-Tech Consultants, Inc., prior to commencement of performance under this Agreement will furnish to the School Board of Clay County Florida, Certificate(s) of insurance which clearly indicates all pertinent coverage's. These insurance certificates are to be mailed directly, by Health-Tech Consultants, Inc.'s Agent to the School Board of Clay County Florida, 23 South Green Street, Green Cove Springs, FL., Attn: Michelle M. Larson, Project Budget and Purchasing Coordinator. *Insurance carriers will be authorized to do business in Florida and acceptable to the School Board of Clay County Florida. The School Board of Clay County Florida will be named as additional insured and a 30 (thirty) day notice of change in coverage's will be selected.

APPROVED



Dax M. Weaver

President

Health-Tech Consultants, Inc

PO Box 331003

Atlantic Beach, FL 32266

904-247-0020

EIN #65-0560120

Date: 6/6/2019

APPROVED



Chair

School Board of Clay County Florida

900 Walnut Street

Green Cove Springs, FL 32043

Date: 06/27/2019

**“ADDENDUM A”
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: 

Printed Name: Dax Weaver

Title: President

Date: 3/14/2019



Certificate of Insurance

Print Date: 3/27/18

OCCURRENCE POLICY FORM

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	Policy Period:
018098	970	HPG	0613183802	From 05/07/18 to 05/07/19 at 12:01 AM Standard Time

Named Insured
 Health-Tech Consultants, Inc
 1516 Neptune Grove Dr W
 Neptune Beach, FL 32266-3644

Program Administered by:
 Healthcare Providers Service Organization
 1100 Virginia Drive, Suite 250
 Fort Washington, PA 19034-3278
 1-888-288-3534
 www.hpso.com

Medical Specialty Code
 Mental Health Counselor Firm 80723
 Excludes Cosmetic Procedures

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

Professional Liability
 Professional Liability \$1,000,000 each claim \$5,000,000 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

License Protection	\$25,000	per proceeding	\$25,000	aggregate
Defendant Expense Benefit	\$1,000	per day limit	\$25,000	aggregate
Deposition Representation	\$10,000	per deposition	\$10,000	aggregate
Assault	\$25,000	per incident	\$25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$25,000	per person	\$100,000	aggregate
First Aid	\$10,000	per incident	\$10,000	aggregate
Damage to Property of Others	\$10,000	per incident	\$10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$25,000	per incident	\$25,000	aggregate
Retroactive Date: 05/07/16 (Defense inside limits)				

General Liability
 General Liability \$1,000,000 each claim / \$5,000,000 aggregate
 Fire and Water Legal Liability Included in the GL limit above subject to \$250,000 aggregate sublimit

Total: \$1,815.00
 Base Premium: \$1,815.00

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

G-121500-D	G-121501-C	G-145184-A	G-147292-A	CNA81753	CNA81758	GSL13424
GSL13425	GSL15564	GSL15565	GSL17101	CNA80052	CNA82011	G-123846-D09
CNA80989	G-123828-B	CNA79516	G-121486-B	CNA79575	G-121504-C	G-123827-B
GSL5587						

Medical Specialty is amended to include Consulting Services (GSL5587)

Chairman of the Board

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.

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
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica Mold & Asbestos Disclosure
CNA81753	Cap on Losses from Certified Acts of Terrorism
CNA81758	Notice Offer of Terrorism Coverage Disclosure of Premium Confirmation of Acceptance
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
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
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA82011	Healthcare Providers Related Claims Endorsement
G-123846-D09	Florida Cancellation and Non-Renewal
CNA80989	Concealment Misrepresentation Fraud Condition Amendatory Endorsement Florida

OPTIONAL ENDORSEMENTS

FORM #	DESCRIPTION
G-123828-B	Certificate Holder ✓
CNA79516	Enterprise Privacy Protection Endorsement
G-121486-B	Additional Insured Non - Healthcare Entity
CNA79575	Cosmetic Procedures Exclusion
G-121504-C	General Liability Form
G-123827-B	Additional Insured General Liability
GSL5587	Consulting Services Liability Endorsement

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (TX 13695); (AR 100106022); in CA, MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc., (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

**HEALTHCARE PROVIDERS
GENERAL LIABILITY COVERAGE PART ENDORSEMENT**

Additional Insured – General Liability

In consideration of the premium paid, and subject to the General Liability limit of liability shown on the **certificate of insurance**, it is agreed that the **GENERAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the "additional insured") is an insured under this Coverage Part but only as respects its liability arising out of **named insured's** operations, or premises owned by or rented by the **named insured** and solely to the extent that:

1. a **general liability claim** is made against the **named insured** and the additional insured; and
2. in any ensuing litigation arising out of such **claim**, the **named insured** and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for an **occurrence** that is the direct liability of the additional insured.

Additional Insured: Clay County School Board
900 Walnut Street
Green Cove Springs, FL 32043

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.
2	0613183802

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
Health-Tech Consultants, Inc	



PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT

Agreement to Provide Notice of Cancellation

In consideration of the premium paid, it is agreed that if the policy to which this endorsement is attached is cancelled before the expiration date, we will endeavor to mail notice to the person or entity named below. However, failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Person or Entity Name: Clay County School Board
900 Walnut Street
Green Cove Springs, FL 32043

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed	
ENDT. NO.	POLICY NO.
01	0613183802

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	ENDORSEMENT EFFECTIVE DATE
Health-Tech Consultants, Inc	5/07/2017



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/27/2018

EXPIRATION DATE: 8/26/2020

PERSON: DAX M WEAVER

EMAIL: HTCI@COMCAST.NET

FEIN: 650560120

BUSINESS NAME AND ADDRESS:

HEALTH-TECH CONSULTANTS, INC

PO BOX 331330

ATLANTIC BEACH, FL 32233

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/27/2018

EXPIRATION DATE: 8/26/2020

PERSON: SHARON T WILBURN

EMAIL: STWWILBURN@COMCAST.NET

FEIN: 650560120

BUSINESS NAME AND ADDRESS:

HEALTH-TECH CONSULTANTS, INC.

P.O. BOX 331330

ATLANTIC BEACH, FL 32233

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.