

# **FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 220010  
Number Assigned by Purchasing Dept.



## **CONTRACT REVIEW**

BOARD MEETING DATE:  
8/5/2021  
WHEN BOARD APPROVAL IS REQUIRED DO  
NOT PLACE ITEM ON AGENDA UNTIL  
REVIEW IS COMPLETED  
☐ Must Have Board Approval over \$100,000.00

Date Submitted:  
Name of Contract Initiator: Laura Fogarty Telephone #: 904-336-6513  
School/Dept Submitting Contract: Climate & Culture Cost Center # 9004  
Vendor Name: Flagler Health  
Contract Title: Clay County Agreement with Flagler Health  
Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #  
Contract Term: 21-22 SY Renewal Option(s): Yes  
Contract Cost: \$60,000

☒ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
Funding Source: Budget Line # 100-9004-1172-0000-000-0  
Funding Source: Budget Line #  
☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):  
☒ Completed Contract Review Form  
☒ SBAO Template Contract or other Contract (NOT SIGNED by District / School)  
N/A SIGNED 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].  
N/A State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)  
N/A COVID-19 Waiver (If Applicable)  
N/A Release and Hold Harmless (If Applicable)

RECEIVED  
JUL 27 2021  
PURCHASING

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u>	<u>Health Services Co-A-1.012</u>
Review Date <u>7/27/2021</u>	<u>Department listed under # 20 is First Contact</u>
School Board Attorney <u>JD</u>	<u>No Exhibit B as listed on page 3</u>
Review Date <u>7/28/21</u>	
Other Dept. as Necessary	<u>7-29-21 New Version Submitted by Pickner</u>
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR</b>
FINAL STATUS	<u>Approved to GO</u> <u>7/29/21</u> DATE: _____

**CONTRACTOR AGREEMENT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,  
AND FLAGLER HOSPITAL, INC.**

This Contractor Agreement, hereinafter referred to as the "Agreement," is entered into by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, located at 900 Walnut Street, Green Cove Springs, Florida, 32043, hereinafter referred to as "School Board," and FLAGLER HOSPITAL, INC., whose business address is 400 Health Park Boulevard, St. Augustine, Florida, 32086, hereinafter referred to as "Flagler," each individual referred to as a "Party" and, collectively, the "Parties."

WHEREAS, the School Board desires to secure a non-exclusive contractual relationship for coordination of Mental Health Services for post-secondary students with Flagler; and

WHEREAS, these services are exempt from the competitive solicitation process pursuant to Florida Administrative Code 6A-1.012.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. Contractor Agreement. This Agreement, inclusive of the terms and conditions incorporated herein, or any addendums, amendments, and/or exhibits mutually executed and attached hereto, constitutes the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, and negotiations with respect to the same.

2. Term and Termination. The initial term of this Agreement will cover the period beginning September 15, 2021, through September 14, 2022. This Agreement may, by mutual written agreement between School Board and Flagler, be extended for up to three (3) additional one (1) year periods.

Flagler shall give School Board written notice of any substantial failure to perform under this Agreement through no fault of Flagler. If School Board fails to correct or diligently pursue cure of such failure within thirty (30) calendar days of receipt of notice, this Agreement may be terminated by Flagler, at its option, upon thirty (30) calendar days' prior written notice to School Board.

This Agreement may be terminated by School Board with or without cause upon thirty days' written notice sent by certified mail to Flagler. In the event of a material breach by Flagler hereunder through no fault of School Board, School Board may, at its option, terminate this Agreement immediately.

3. Responsibilities of Flagler. Flagler shall provide all services necessary to coordinate Mental Health Services for students ("Services") with outside Mental Health Service Providers ("Providers"). Services provided by Providers shall include, but not be limited to, Individual Assessment, Family Assessment, Behavior Management Services, Individual Counseling, Group Counseling, Family Counseling, Parent Education, Treatment Plan, Case Management, Comprehensive Adoption Services, Specialized Therapeutic Foster Care, and On-

Call Crisis Programs. Only Providers approved in writing by School Board may be utilized. Services of Providers has been attached and incorporated by reference as Exhibit A.

A. Flagler shall comply with School Board Rules and Policies. Furthermore, Flagler shall be familiar with and shall be in compliance with all Federal, State, and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way effect the services offered.

B. Flagler shall identify and provide a dedicated account manager. The dedicated account manager shall be present for monthly reviews and will be available to meet with the Supervisor of Mental Health and Wellness or designee upon request of School Board.

C. Upon referral from School Board, Flagler will coordinate Services with approved Provider, maintaining documentation of all Services rendered including any payments made.

D. Flagler shall maintain a secure website for School Board access providing up to date information on all Services rendered. At a minimum, reporting shall include generic non-client cumulative outcome data reports showing the number of post-secondary students referred, screened, assessed, and receiving services. Flagler shall provide additional reporting and special analyses as requested by School Board.

E. Flagler shall monitor compliance and data entry among approved Providers.

F. Services rendered by Provider may be at the school of the student receiving health service, telehealth, or other location agreed upon by all Parties. In the event telehealth is utilized, Flagler shall ensure a secure application is utilized.

G. Flagler will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by School Board, Flagler will correct those Services not meeting such a standard.

#### 4 Responsibilities of School Board.

A. School Board shall provide referral to Flagler.

B. School Board shall identify a primary point of contact for communication with Flagler.

C. School Board shall supply office space for Providers use on campus. This designated office space at the school shall only be used for students and their families receiving mental health services through this Agreement. Provider may not use this space for other patients or for any other purpose.

D. School Board shall provide Flagler with contact information for qualified Providers. All Providers shall require written approval by the School Board.

5. Compensation and Payment. Fees received by Providers shall come from third party sources including insurance companies, Medicaid, or other alternate funding sources. In the event no such funding source exists, Flagler shall pay approved Provider a fee which shall not exceed the rates listed on Exhibit B. Such fee shall be drawn from a Quarterly Payment made by School Board to Flagler, which amounts shall not exceed those set forth as follows:

	Quarterly Payment
Quarter 1	\$15,000
Quarter 2	\$15,000
Quarter 3	\$15,000
Quarter 4	\$15,000

Subsequently, if during any Agreement year payments made by Flagler to approved Providers is less than \$60,000.00, Flagler shall pay the difference to School Board in thirty (30) calendar days.

6. Invoicing. Invoices submitted to School Board for Quarterly Fees must include the start and end date for services provided. Failure to include this information on invoice will result in a delay of payment.

7. Background Check. Flagler and any of its employees, or agents performing Services hereunder shall, at no cost to the School Board, comply with all requirements of Sections 1012.32 and 1012.465, *Florida Statutes*, and, except as provided in Sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who: (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of Flagler or its personnel providing any services under the conditions prescribed in the previous sentence. Flagler shall bear the cost of acquiring the background screening required by Section 1012.32, *Florida Statutes*, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Flagler and its personnel. The parties agree that the failure of Flagler to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. Flagler agrees to indemnify and hold harmless the School Board, its officers, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from Flagler's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, *Florida Statutes*.

8. Insurance and Indemnification. Flagler agrees to indemnify and save harmless the School Board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any negligence or other act or omission on the part of Flagler, its agents, employees, or representatives. Flagler will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A.M. Best Company: (a) general liability; and (b) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Clay County, Florida. Flagler will provide before commencement of work, and attach to this Agreement, certificates evidencing such coverage.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000 per occurrence and \$2,000,000 per general aggregate. This policy will include the St. Johns County School Board as an additional insured.

(b) Workers' Compensation Coverage. The workers' compensation insurance will be maintained as required by applicable Florida law.

9. FERPA. Flagler shall adhere to all standards included in Sections 1002.22 and 1002.221, *Florida Statutes* (the Protection of Pupil Privacy Acts), 20 U.S.C §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Flagler, and its officers, employees, agents, and representatives, shall fully indemnify and hold the School Board harmless for any violation of this provision including, but not limited to, defending the School Board and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by Flagler, its officers, employees, agents, or representatives, to the extent that Flagler, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, *Florida Statutes*, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon Flagler. A separate Non-Disclosure Agreement may be required.

10. HIPAA. Flagler will safeguard patients health records and other personal and confidential information to ensure their information is not improperly disclosed and to comply with any applicable law, rule or regulation, including but not limited to, regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and other federal and state regulations governing the confidentiality of health information.

11. Independent Contractor. Flagler certifies that it is an independent contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. Flagler certifies that its owner, officers, directors, or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.

12. Laws and Regulations. This Agreement, and all extensions, supplements, and modifications thereto, and all questions relating to its validity, interpretation, performance, or enforcement shall be governed and construed in accordance with the laws of the State of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this Agreement shall be brought in the state courts of Clay County, Florida. The parties shall not violate the code of ethics for public officers and employees, Chapter 112, *Florida Statutes*.

13. Assignability. This Agreement is for the services of Flagler and may not be assigned by Flagler except as part of the sale of all or substantially all of Flagler's assets, without the prior written consent of the School Board, which shall not be unreasonably withheld. Neither a sale of all or substantially all of Flagler's assets, a stock sale, merger nor a change in control shall require the School Board's consent. However, in any such event, Flagler's successor shall honor and abide by all the terms and conditions of the Agreement and the accompanying License Agreement.

14. Conduct While on School Property. Flagler acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of Flagler to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health and wellbeing of any student or employee of the School Board. Flagler agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

15. No Taxes. The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this Agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fundraising.

16. No Waiver. Nothing herein is intended to serve as a waiver of sovereign immunity by School Board or any agency or political subdivision to which sovereign immunity may be applicable.

17. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin or any other status or classification protected by law.

18. Access to and Retention of Documentation. The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Flagler which are directly pertinent to work and services

to be performed under this Agreement for the purpose of audit, examination, excerpting, and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four (4) years after the School Board has made final payment and all services have been performed under this Agreement.

19. Debarment. By signing this Agreement, Flagler certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state, or local) terminated for cause or default.

Flagler agrees to notify School Board within thirty (30) days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described above with respect to Flagler or its principals.

20. Non-Waiver. The failure of either Party to exercise or delay in exercising any right, power or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

21. E-Verify. Flagler and its subcontractors are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, Flagler certifies that it, and any sub-contractors with which it contracts, are registered with and use the E-Verify system for all newly hired employees and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b), *Florida Statutes*, that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. Flagler must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to Flagler that pursuant to the terms of Section 448.095(2)(c) 1 and 2, *Florida Statutes*, the School Board shall terminate this Agreement if it has a good faith belief that Flagler has knowingly violated Section

448.09(1), *Florida Statutes*. If the School Board has a good faith belief that the subcontractor, without the knowledge of Flagler, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the School Board shall notify Flagler and order Flagler to immediately terminate the contract with the subcontractor. If the School Board terminates an Agreement with Flagler pursuant to Section 448.095(2)(c), F.S., Flagler will not be awarded a public contract for at least one year after the date of such termination.

22. Amendments. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by both Parties.

23. Notice. All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

As to School Board:

The School Board of Clay County, Florida  
Attn: Supervisor of Mental Health and Wellness  
900 Walnut Street  
Green Cove Springs, Florida 32043

The School Board of Clay County, Florida  
Attn: Supervisor of Purchasing  
900 Walnut Street  
Green Cove Springs, Florida 32043

As to Flagler Hospital, Inc.:

Attn: Administrator, Community Health Improvement/  
Executive Director, Flagler Health + Care Connect  
400 Health Park Boulevard  
St. Augustine, Florida 32086

24. Public Records. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, *Florida Statutes*, which generally make public all records and other writings made or received by the parties. Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

(a) Keep and maintain public records required by the School District to perform the service.

(b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District.

(d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

**IF FLAGLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO FLAGLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-336-6504; [pr@myoneclay.net](mailto:pr@myoneclay.net); OR THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, ATTN: PUBLIC RECORDS REQUESTS, 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043.**

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, hereunto have executed this Agreement as of the date first above written.

ATTEST (WITNESS):

THE SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

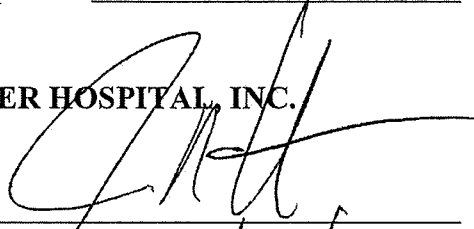
By: \_\_\_\_\_  
David Broskie, Superintendent

Date Approved: \_\_\_\_\_

FLAGLER HOSPITAL, INC.

By: \_\_\_\_\_  
Jason Barrett, President and CEO

Date: \_\_\_\_\_

  
JB  
7/27/2021

**EXHIBIT A**  
**TO CONTRACTOR AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,**  
**AND FLAGLER HOSPITAL, INC.**

Description of Services. Provider shall provide the following mental health services for students: Individual Assessment, Family Assessment, Behavior Management Services, Individual Counseling, Group Counseling, Family Counseling, Parent Education, Treatment Plan, Case Management, Suicide Prevention, Intervention & Postvention Training, and Comprehensive Biopsychosocial Assessments.

A. Provider shall comply with School Board Rules and Policies. Furthermore, Contractor shall be familiar with and shall be in compliance with all Federal, State, and local laws, ordinances, codes, resolutions, and implementing rules and regulations that may in any way affect the services offered.

B. Mental health services may be provided at the school campus of the student receiving service. School Board shall provide mutually agreeable office space for the Provider's use on campus. This designated office space at the school shall only be used for students and their families receiving mental health service through this Agreement. Provider may not use this space for other patients or for any other purpose.

C. Provider shall provide a liaison to School Board and Flagler to assist in the coordination of services provided. Upon referral from School Board, the liaison will ensure coordination and maintain documentation of all services that are rendered (including a log of services to record dates, times, locations, description, and hours of service). All services provided will be coordinated with the Supervisor of Mental Health and Wellness or designee.

D. Provider shall provide School Board with the names of staff qualified to supervise personnel assigned to deliver services to students. Provider shall provide adequate supervision for school based staff and shall be solely responsible for the provision and quality of professional services.

E. Provider shall maintain records and meet standards as necessary to bill third party providers including insurance companies, Medicaid, or other alternate funding sources.

F. Provider shall meet the following reporting requirements:

1. Provider shall input all input all relative data into Flagler Health + Care Connect within five (5) business days.

2. Provider shall be required to write clinical notes for each direct service and post-secondary student oriented consultation that is provided.

3. Any mental health screenings and assessments conducted will be logged and original documents will be kept. Provider shall complete a weekly log documenting the hours of service for each student served.

G. All counselors provided to School Board pursuant to this Agreement shall be qualified to perform the services defined in this Agreement under the Provider's license and will follow Medicaid Practice Guidelines.

H. All replacement personnel assigned to School Board shall require prior written approval by the Supervisor of Mental Health and Wellness or designee. Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement personnel may be required for submittal to the Supervisor of Mental Health and Wellness or designee for review. School Board reserves the right to interview replacement personnel prior to approval. Additionally, Provider agrees that it will remove (within a mutually agreed upon period of time) from assignment under the contract any individual in its employ, if, after the matter has been reviewed jointly by School Board and Provider, School Board requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed.

I. Provider shall provide a point of contact to and work with Flagler Health + Care Connect on the intake of post-secondary students.

J. All counselors providing services pursuant to this Agreement are employees or subcontractors of Provider, and Provider is solely responsible for any wages or fees, benefits, or taxes.

K. In providing Services under this Agreement, Provider will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by School Board, Provider will correct those Services not meeting such a standard. Provider shall use reasonable diligence to serve eligible students.

**EXHIBIT B**  
**TO CONTRACTOR AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,**  
**AND FLAGLER HOSPITAL, INC.**

Listing of Individual Services for Treatment

Biopsychosocial evaluation	\$48.00
Development of treatment plan	\$97.00
Treatment plan review	\$48.50
Individual therapy	\$18.33 per 15 min
Group therapy	\$6.67 per 15 min