

✓ APPROVED

180268

# AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

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

Date Submitted: 10/25/2017

Contact Name (Person Overseeing the Contract): M. Wingate/M.Larson

Telephone Number: 336-6906

School/Department Submitting Contract: K-12 Academic Services/21st CCLC Program

Vendor Name: Health Tech

Contract Title: 21st Century CCLC Grant Program Agreement

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐

Date Original Contract Approved: 3/22/2016

Prior Year's Pricing: 14,006.00

Contract Term: 17/18 School Year

Renewal Option(s): Annual

Contract Cost: 12,018.00

Payment Schedule (Are the payments made monthly, when task is finished, etc):

\$6,009 due March 1, 2018 and \$6,009 due July 15, 2018

Funding Source: 0420.6100.0310.9019.4148

Strategic Plan Tie-in Explanation: Independent External Evaluation Services for the 21st CCLC program as required by the 21st CCLC grant application.

Background/Discussion/Research/Alternatives: Health Tech was established as the external evaluator for the 21st CCLC program when the grant was awarded in 2015. Health Tech Consultants have specific experience in grant funded projects focusing on students and families with diverse needs. They are also currently the third party evaluator for other grant funded projects awarded to the school district.

## CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document.

X Completed Contract Review Form

X Original Contract and all Terms & Conditions that apply with the Contract

X SIGNED SBCC Addendum A \*

\*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)

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

COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.]

## Approvals

## Comments

Superintendent:	Approved	Denied	
Review Date:			
District Attorney:	Approved	Denied	
Review Date:			
Information & Technology:	Approved	Denied	
Review Date:			
Finance:	Approved	Denied	
Review Date:			
Insurance Certificate:	Approved	Denied	
Review Date:			
Purchasing:	Approved	Denied	
Review Date:			

**Health-Tech Consultants, Inc.**  
PO Box 331330 • Atlantic Beach, Florida 32233  
Telephone: (904) 247-0020 • Fax: (904) 247-0104 • E-mail: [hctci@comcast.net](mailto:hctci@comcast.net)

## LETTER OF AGREEMENT

The following letter of agreement is between the 21<sup>st</sup> Century CCLC grant program of the Clay County School District and Health-Tech Consultants, Inc. an independent contractor, commencing on August 1, 2017 and ending on July 31, 2018.

**I. The Clay County School District agrees to the following:**

- A. To designate a representative to coordinate with the independent contractor on the various activities involved in the 21<sup>st</sup> 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 21<sup>st</sup> Century CCLC Project.
- D. To provide Health -Tech Consultants with project data, as identified in the 21<sup>st</sup> Century CCLC Evaluation Design.
- E. To grant to Health-Tech Consultants the right to publish, in a manner that protects the identity of 21<sup>st</sup> 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 \$12,018 in two equal payments of \$6009.00 on March 1, 2018 and \$6009.00 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 21<sup>st</sup> 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 21<sup>st</sup> Century CCLC Project Director, and the project staff.
  - To assist the 21<sup>st</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> 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:**

The School Board of Clay County 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 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.

Health-Tech Consultants, Inc., prior to commencement of performance under this Agreement will furnish to the School Board of Clay County, 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, 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 Clay County School Board. The School Board of Clay County 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

#65-0560120

Date: 10-25-2017

APPROVED

\_\_\_\_\_

Chair

Clay County School Board

900 Walnut Street

Green Cove Springs, FL 32043

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



**ADDENDUM A**

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Employees of Vendor shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt Vendors employees from this requirement only if Vendors employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Vendor may satisfy the requirement for a background check by supplying School proof that Vendor employees have passed such a screening for another school district and that said background check is still valid.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

*Dan M. Weaver*

Authorized Signature  
Vendor Name

05-03-2017

Date



HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP

**Certificate of Insurance**  
OCCURRENCE POLICY FORM



Print Date: 1/05/2017

**Producer Branch Prefix**  
018098 970 HPG

**Policy Number**  
0613183802

**Policy Period**  
from 05/07/17 to 05/07/18 at 12:01 AM Standard Time

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

**Program Administered by:**  
Healthcare Providers Service Organization  
159 E. County Line Road  
Hatboro, PA 19040-1218  
1-888-288-3534  
www.hpsso.com

**Medical Specialty:**  
Mental Health Counselor Firm

**Code:**  
80723

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

Excludes Cosmetic Procedures

**Professional Liability** \$1,000,000 each claim \$ 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: 5/07/2016 (Defense inside limits)				

**General Liability**

General Liability \$1,000,000 each claim / \$5,000,000 aggregate  
Fire & Water Legal Liability Included in the GL limit shown above subject to \$250,000 aggregate sublimit  
**Total: \$1,815.00**

Base Premium

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

G-121500-D	CNA80989	G-121501-C	G-145184-A	G-147292-A	GSL15564	GSL15565
3SL17101	GSL13424	GSL13425	CNA80052	G-123846-D09	CNA81753	CNA81758
CNA82011	CNA79575	CNA79516	G-121486-B	G-121504-C	G-123827-B	G-123828-B
3SL-5587						

Medical Specialty is amended to include Consulting Services (GSL-5587)

*Thomas F. Motamed*  
Chairman of the Board

*John M. Zickler*  
Secretary

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

G-141241-B (03/2010)

Coverage Change Date:



## POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at [www.hpsso.com/policyforms](http://www.hpsso.com/policyforms)

### COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
CNA80989	Concealment, Misrepresentation, Fraud Condition Amendatory Endorsement - Florida
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D09	Florida Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures

### OPTIONAL ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
CNA79516	Enterprise Privacy Protection
G-121486-B (02)	Additional Insured Non - Healthcare Entity
G-121504-C	General Liability Form
G-123827-B (02)	Additional Insured General Liability
G-123828-B	Certificate Holder
GSL-5587	Consulting Services Liability Endorsement

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

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

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

Master Policy#: 188711433

Named Insured: Health-Tech Consultants, Inc.  
Policy#: 0613183802



HEALTHCARE PROVIDERS  
PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

Additional Insured - Person or Entity

In consideration of the premium paid, and subject to the Professional Liability limit of liability shown on the **certificate of insurance**, it is agreed that the **PROFESSIONAL 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 for **your medical incidents** and solely to the extent that:

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

In no event is there any coverage provided under this policy for a **medical incident** 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.

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





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.

Must Be Completed	
ENDT. NO.	POLICY NO.
02	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



## 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



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100%



JEFF ATWATER  
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:** 4/28/2016

**EXPIRATION DATE:** 4/28/2018

**PERSON:** WILBURN

SHARON

T

**FEIN:** 650580120

**BUSINESS NAME AND ADDRESS:**

HEALTH-TECH CONSULTANTS, INC

P.O. BOX 331330

ATLANTIC BEACH

FL

32233

**SCOPES OF BUSINESS OR TRADE:**

SALESPERSONS OR  
COLLECTORS OUT

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

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609



JEFF ATWATER  
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:** 4/28/2016

**EXPIRATION DATE:** 4/28/2018

**PERSON:** WEAVER

DAX

M

**FEIN:** 650560120

**BUSINESS NAME AND ADDRESS:**

HEALTH-TECH CONSULTANTS, INC

PO BOX 331330

ATLANTIC BEACH FL 32233

**SCOPES OF BUSINESS OR TRADE:**

SALESPERSONS OR  
COLLECTORS OUT

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