

AGREEMENT FOR TRAINING CONSULTANT SERVICES

The School Board of Clay County, Florida located at 900 Walnut Street, Green Cove Springs, FL 32043 (hereinafter **BOARD**) and Melissa Witmeier of 3144 Trout Creek Court, St. Augustine, FL 32092 (hereinafter **PROVIDER**) do hereby enter into the following agreement (the Agreement) effective this **March 1, 2014**.

Now therefore, in consideration of the premises and agreements herein contained, as well as other good and valuable consideration the receipt whereof is acknowledged, the parties hereto agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to provide Consultative Services to **BOARD**.

ARTICLE II BOARD RESPONSIBILITIES

1. **BOARD**, through its designated agents and employees, shall have full management responsibility for all Consultative Services as defined in Article III. Section 1.a. below and further shall have sole responsibility to decide what Consultative Training Services are needed and when they shall be rendered.
2. **BOARD** shall pay **PROVIDER** according to the mutually agreed amount of \$50.00 per hour, not to exceed 8 hours a week, for all scheduled Consultative Services. Any other purchases or services other than those anticipated by this Agreement must be agreed upon in advance between **BOARD** and **PROVIDER**. All just invoices shall be paid within thirty (30) days of first billing.
3. **BOARD** shall evaluate the services rendered by **PROVIDER** on a continuing basis to determine competence and relevance of the services provided.

ARTICLE III PROVIDER RESPONSIBILITIES

1. **PROVIDER** shall provide, as a basis for this Agreement, the following services and materials under the following terms:
 - a. Only such specific Consultative Program Services that are authorized and agreed to as described in the following:
 - Assess the current Clay County Schools Crisis Plan, protocols for assisting students, programs and school culture.
 - Suggest revisions based on the adherence to federal best practice standards.
 - Assist in the implementation of the Clay County Crisis Plan and subsequent revisions made to the current Plan.

- Help develop the Clay County School's District Crisis Team and identify the school staff to participate with the Team and receive additional training.
- Create documentation to be utilized during crisis events (including but not limited to a Suicide Risk Assessment, Safety Plan, Case Notes).
- Identify and collaborate with community partners, groups and coalitions to build a Clay County Crisis Network for the Clay County School System (Chart of Community Partners).
- Prioritize and assist in the selection of suicide prevention and intervention programming.
- Support the Clay County Schools to implement a suicide prevention and intervention plan.

2. **PROVIDER** shall provide the following insurance policies covering **PROVIDER**, which insurance policies also name **BOARD** as an additional insured: Professional Liability, and Workers' Compensation. The amount of liability coverage shall be at least \$500,000.00 combined single limit. Worker's Compensation Coverage shall be that determined by Florida Statute Chapter 440. Certificates of Insurance verifying coverage and named insured(s) shall be provided to **BOARD**, prior to the effective date of this Agreement. Should **PROVIDER** be exempt from mandatory Worker Compensation Insurance, **PROVIDER** shall provide **BOARD** with a Certificate of Exemption. Further, should **PROVIDER** be exempt from mandatory Workers Compensation Insurance, **PROVIDER** shall indemnify and hold harmless **BOARD** from any and all claims, actions, demands, rights, causes of action, losses, damages, costs, expenses (including attorneys fees) and liabilities of whatsoever kind and nature arising from or by reason of any and all known, foreseen and unforeseen loss or consequences thereof resulting, or to result from **PROVIDER's** choice not to carry Workers Compensation Insurance and its provision of services hereunder. **PROVIDER** shall indemnify and hold harmless **BOARD** from any and all claims, actions, demands, rights, causes of action, losses, damages, costs, expenses (including attorneys fees) and liabilities of whatsoever kind and nature arising from or by reason of any and all known, foreseen and unforeseen loss or consequences thereof resulting, or to result from the commission, act, fault, negligence, or any other misconduct of **PROVIDER**, its employees, independent contractors or agents in connection with this Agreement.
3. **PROVIDER** agrees to look solely to **BOARD** for payment of all charges to which **PROVIDER** becomes entitled as a result of providing Consultative Training Services.
4. **PROVIDER** agrees that any documentation created during the provision of Consultative Training Services becomes the property of **BOARD**.
5. **PROVIDER** shall not assign or subcontract all or any portion of this Agreement without the prior written consent of **BOARD**.

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ARTICLE IV MUTUAL RESPONSIBILITIES

The parties to this agreement each agree:

1. To designate a person from their respective organizations who shall have responsibility for implementing and coordinating the provisions of this agreement, as well as operational level personnel who have the authority to deal with each other on a daily basis. Insofar as is possible, each party agrees to limit the persons interacting between companies, so as to avoid confusion and extra costs.
2. To consult and cooperate with each other on a continuing basis regarding the maintenance and establishment of mutually acceptable standards and procedures for work product, as well as any other matters incidental to carrying out the provisions of this agreement.
3. To not discriminate or permit discrimination against any employee, client, or client's family member on the basis of gender, age, race, color, religion, diagnosis, or nationality in any manner prohibited by the laws and regulations of the United States and the State of Florida.
4. That **BOARD** shall not be held liable under any contracts or obligations of **PROVIDER** except as otherwise provided pursuant to this Agreement, or for any act or omission of the **PROVIDER**, its employees or agents, and **PROVIDER** agrees to indemnify and hold harmless **BOARD** from any and all claims, actions, losses, damages, costs, expenses (excluding attorney's fees) and liabilities that are caused by or arise out of omission, fault, negligence, or any other misconduct of **PROVIDER**, its employees, independent contractors or agents in connection with this Agreement.
5. That **PROVIDER** shall not be held liable under any contracts or obligations of **BOARD** except as otherwise provided pursuant to this Agreement, or for any act or omission of **BOARD**, its employees or agents, and **BOARD** agrees to indemnify and hold harmless the **PROVIDER** from any and all claims, actions, losses, damages, costs, expenses (excluding attorney's fees) and liabilities that are caused by or arise out of omission, fault, negligence, or any other misconduct of **BOARD**, its employees, independent contractors, volunteers or agents in connection with this Agreement. This paragraph shall not be construed to constitute a waiver of the statutory sovereign immunity of the **BOARD** or to increase either the scope or the dollar amount of the potential liability of the **BOARD** beyond that which is set forth in Fla. Stat. 768.28.
6. To maintain confidentiality of all applicable records, and shall not use record information in any way whatsoever not anticipated by this agreement.
7. To adhere to all applicable **BOARD** program policies and personnel requirements, and comply with any Federal, State or Local law. The parties shall use **BOARD**'s clients' medical records only for purposes of treatment, payment and healthcare operation as defined in HIPAA privacy standards.
8. That **PROVIDER** is an independent contractor, and **BOARD** shall have no authority to determine the manner and method by which **PROVIDER** shall perform its duties hereunder.
9. That any notice, request, correspondence, or other document shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified at the

following address, or any other address as the party may subsequently designate by written notice to all parties, which shall be effective as of the date of posting:

If to **BOARD**: Frances Y. Celis, Supervisor of Secondary Education
School Board of Clay County
23 South Green Street
Green Cove Springs, FL32043

If to **PROVIDER**: Melissa Witmeier
3144 Trout Creek Court
St. Augustine, FL 32092

ARTICLE V REVIEW AND TERMINATION

This agreement shall be in effect for one (1) year from the date designated above. This agreement may be canceled for any reason by either party upon thirty (30) days written notice to the other party, either hand delivered or mailed by U.S. mail, postage pre-paid, to the respective address listed above.

ARTICLE VI CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

HIPPA Compliance. In instances where **PROVIDER** receives Protected Health Information, herein referred to as “PHI” from **BOARD**, **PROVIDER** agrees that it shall:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and accountability Act of 1006, as codified at 42 U.S.C. §1320d through d-8 (“HIPPA”), and the requirements of any regulations promulgated thereunder.
- 2) Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. **PROVIDER** shall implement appropriate safeguards to prevent the use or disclosure of a patient’s PHI other than as provided for by this Agreement.
- 3) Promptly report to **BOARD** any violations, use and/or disclosure of a patient’s PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Breach of Confidentiality. In the event that either party is in material breach of any provision(s) of this section, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage. As applicable by law, legal remedies, such as equitable relief may be necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

**ARTICLE VII
TOTALITY OF AGREEMENT, CHOICE OF LAW AND VENUE**

This document constitutes the entire agreement between the parties regarding Consultative Training Services and, other than for termination as provided in ARTICLE V, it is modifiable only by a written document signed and dated by both parties. The laws of the State of Florida and of the United States of America shall govern the construction and interpretation of this agreement. Venue for any legal dispute arising out of the implementation of this Agreement shall lie with the Florida state courts located in Clay County, Florida.

WHEREUPON, the parties hereto have caused this agreement to be duly executed on the date first written above.

WITNESS

Carol Y. Studdard
Chairman, School Board of Clay County, Florida

WITNESS

Melissa Witmeier