

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

Contract # 240021  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
8/3/2023  
 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: July 18, 2023

Name of Contract Initiator: Heather McDonald Telephone #: 6-6900

School/Dept Submitting Contract: Climate & Culture Cost Center # 9004

Vendor Name: Flagler Hospital, Inc.

Contract Title: Agreement for Flagler Health's BRAVE program

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 230084, 220160

Contract Term: July 1, 2023 - June 30, 2024 Renewal Option(s): Auto Renew 3 yr (1yr periods)

Contract Cost: \$180,000.00

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # 100-6100310-9004-1174-0000-000-0  
 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) - When using the Addendum A, 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].*

\_\_\_\_\_  
 State of Florida Workers Comp Exemption (<https://apps.fldfs.com/boce exempt/>) (If Applicable)

\_\_\_\_\_  
 Release and Hold Harmless (If Applicable)

RECEIVED  
 JUL 18 2023  
 PURCHASING

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BTB</u> Review Date <u>7/18/23</u>	<u>Health Services</u> <u>(Same as previous Contract 220160)</u>
School Board Attorney <u>[Signature]</u> Review Date <u>9/20/23</u>	
Other Dept. as Necessary	
Review Date	

PENDING STATUS:  YES  NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS:  **APPROVED** [Signature] DATE: 7-20-23

**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 K- 12 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, and any addenda, amendments, and 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, whether written or oral, with respect to the same.

2. Term and Termination. The initial term of this Agreement will cover the period beginning **July 1, 2023, through June 30, 2024**. This Agreement will automatically renew for three (3) successive one (1) year periods at the end of the initial term.

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 either party with or without cause upon thirty (30) days' prior written notice sent by certified mail to the other party. 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 K-12 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 payments made by the School Board to Flagler for reimbursement of invoiced services. School Board Payments shall not exceed **\$180,000.00** per annual term.

6. Invoicing. Invoices submitted to School Board for 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 School Board of Clay County 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 51232g - 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*. Flagler agrees to comply with the requirements of Exhibits 2(a)-(e), which is attached hereto and incorporated herein by reference, as applicable to the services performed by Flagler in this Agreement.

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) I 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 served via (i) hand delivery, (ii) mailed by United States mail, postage prepaid, or (iii) shipped via overnight delivery courier 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

With a copy to: Attention Legal Department  
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 19, *Florida Statutes*, which generally make public all records and other writings made or received by the parties. Florida Statute 19.0701 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 patties hereunto have executed this Agreement as of the last date signed below.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

FLAGLER HOSPITAL, INC

By  \_\_\_\_\_

Dated: July 23, 2023

Printed Name: Carlton DeVooght

Title: CEO and President

**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 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	\$48.42
Development of treatment plan	\$98.00
Treatment plan review	\$48.93
Individual therapy	\$18.75 per 15 min
Group therapy	\$6.73 per 15 min
Brief behavioral status exam (CFARS)	\$15.13

## Exhibit # 2 (a)

### EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29**

## **EDGAR CERTIFICATIONS (continued)**

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236).** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.**

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

**EDGAR CERTIFICATIONS (continued)**

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**RECORDS ACCESS AND RETENTION**

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

**RECOVERED MATERIALS**

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name:	Flagler Hospital, Inc.
Signature of Authorized Representative:	<u><i>Carlton DeVooght</i></u> Signed: Tuesday, July 18, 2023
Print Name of Authorized Representative:	<u>Carlton DeVooght</u>

**Exhibit # 2 (b)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Instructions for Certification:**

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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 for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Flagler Hospital, Inc.

Carlton DeVoight

Printed Name

President & CEO

Title of Authorized Representative



Signature: Carlton DeVooght  
Signed: Tuesday, July 18, 2023 Exhibit # 2 (c)

Date: July 18, 2023

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

**Preference to businesses with drug-free workplace programs** - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** Flagler Hospital, Inc.

**AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:**

Carlton DeVooght  
(Printed Name)

President & CEO  
(Title)

Carlton DeVooght  
Signed: Tuesday, July 18, 2023  
(Signature)

July 18, 2023  
(Date)

**Exhibit # 2 (d)**

**NON-COLLUSION AFFIDAVIT**

State of FLORIDA)  
County of CLAY)

My name is (INSERT NAME Carlton DeVoight). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Flagler Hospital, Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Flagler Hospital, Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

**CONTRACTOR NAME:** Flagler Hospital, Inc.

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Carlton DeVoight  
(Printed Name)

*Carlton DeVoight*  
Signed: Tuesday, July 18, 2023  
(Signature)

President & CEO  
(Title)

July 18, 2023  
(Date)

**Exhibit # 2 (e)**

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

***Carlton De Vooght***

Signed: Tuesday, July 18, 2023

Signature

Flagler Hospital, Inc.

Company Name