

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between **Family Support Services of North Florida, Inc.**, a Florida not-for-profit corporation ("FSSNF"), and **School Board of Clay County**, a Florida School District ("Independent Contractor").

WHEREAS, FSSNF agrees to engage the services of Independent Contractor on an as-needed basis under the following terms; and,

WHEREAS, Independent Contractor has agreed to be so engaged

NOW, THEREFORE, in consideration thereof, the parties hereto hereby agree as follows:

### ARTICLE I Definitions

1. Child Welfare Services: Services and programs aimed at reducing child abuse and neglect, and improving the health of children. In general, these services involve adoption, foster care (including recruitment and licensing of family foster homes), family preservation services, independent living services, and case management.
2. Confidential Information: Any confidential or proprietary information owned, possessed or utilized by FSSNF or the Department (whether or not specifically labeled or identified as "confidential"), in any form or medium, with respect to the business or services of FSSNF or the Department, or their respective agents, distributors, independent contractors, suppliers or other business relations, including (a) all intellectual property rights, (b) algorithms, concepts, devices, formats, graphics, methods, procedures, products, programs, specifications, techniques, user interfaces and all other technology, (c) the "look and feel" of any software and websites, (d) internal business information such as agent and independent contractor lists and related information, books and records, business acquisition plans, business plans, compilations, cost information, current and anticipated client requirements, client lists and related information, client data and documentation and databases (including architectures, structures, systems and technologies), details of contracts (including this Agreement and other contracts with agents, clients, employees, independent contractors, suppliers and vendors), distribution channels, financial information and data (including budgets, financial statements, forecasts and projections), market studies, marketing plans, new personnel acquisition plans, operational methods, pricing information (including price lists and pricing policies), product development plans and techniques, research and development (including past, current and planned), strategies, supplier lists and related information, vendor lists and related information, (e) any information that would constitute a trade secret and (f) information and records regarding Eligible Consumers.
3. Contracts Compliance Manager: The individual designated by FSSNF to negotiate, manage and monitor this Agreement, and the person to whom School Board of Clay County must send all required reports.
4. Department or DCF: Florida Department of Children and Families.

5. Eligible Consumer: A consumer who has been determined by FSSNF to be eligible for services. A consumer shall be presumed to be eligible upon referral to FSSNF by a Referral Agency so that service will not be delayed during eligibility determination.
6. Family Service Planning Team: A team that includes representatives from the school district, local mental health agencies, Crisis Stabilization Unit, Department of Juvenile Justice and SEDNET who shall review the child's case and identify a trauma team. SEDNET shall review all available data and assign a trauma team. This team will be comprised from multiple community agencies.
7. Fiscal Year: Twelve (12) month period commencing on July 1 and ending June 30.
8. Independent Contractor: School Board of Clay County is an independent contractor of FSSNF. Nothing herein shall create or shall be construed as creating a partnership, joint venture, agency or any other relationship between FSSNF and School Board of Clay County. Neither School Board of Clay County nor any of School Board of Clay County employees, agents, assignees, independent contractors or representatives will be deemed or construed to be an employee of FSSNF for any reason including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation laws or income tax withholding laws. School Board of Clay County shall have sole responsibility for the payment of all federal, state and local taxes applicable to its services and services provided by its employees, agents, independent contractors, volunteers and students.
9. Lockout: A situation where there has been DCF involvement, mental health diagnosis of child/parent, numerous moves between custodians, previous out of home placements, domestic violence, Adverse Child Environment scores of five (5) or higher.
10. Reportable Incident: A reportable incident is defined in *Mandatory Reporting Requirements to the Office of Inspector General* ("CFOP 180-4"), which can be obtained from the Manager, Contracts and Compliance Department.
11. SEDNET: Stands for "Students with Emotional/Behavioral Disabilities." It is a program designed to provide services for community children who are at risk of losing their home placement. The program is administered by the School Board of Clay County.

## **ARTICLE II** **Provisions**

1. Term. Independent Contractor shall be engaged and responsible for providing services to FSSNF as outlined in Attachment I to the Agreement attached hereto and incorporated herein for the period beginning May 01, 2016, and expiring on June 30, 2017 (the "Term"), unless otherwise provided herein except by mutual agreement of FSSNF and Independent Contractor. Upon the expiration of the Term, this Agreement may be renewed up to two (2) times for a period of twelve (12) months ("Renewal Term") each by providing thirty (30) days written notice to Independent Contractor prior to the end of the initial Term. All provisions in this Agreement shall apply in full to the Renewal Term.
2. Compensation. Independent Contractor shall be compensated at a rate of \$13,213.47 per month, not to exceed the maximum total compensation of \$184,988.52 for services outlined in Attachment I. FSSNF holds the exclusive right to withhold payment for any

service FSSNF deems to be unsatisfactory, inadequate or incomplete in its sole and absolute discretion until such time as FSSNF, in its sole and absolute discretion, deems said services to be satisfactory and complete.

3. Authorization for Additional Services. Notwithstanding Provision 2, Independent Contractor may perform additional services or projects not included under Attachment I of this Agreement which are subject to written pre-approval by FSSNF. Independent Contractor acknowledges and/or agrees that there is no guarantee that funding will be awarded to Independent Contractor for additional services or projects under this provision. FSSNF shall not be required to compensate Independent Contractor for work performed without written pre-approval or before written pre-approval is obtained.
4. Invoice. Independent Contractor shall submit one (1) detailed invoice form to FSSNF by email to [accountspayable@fssnf.org](mailto:accountspayable@fssnf.org) on a monthly basis or upon completion of assignment. Invoices are due no later than the fifth (5<sup>th</sup>) day of the month following the month of service. Such invoices shall be accompanied by a detailed report of the activities performed during the invoice period and the documentation required in Attachment I of the Agreement. All invoices are subject to approval by FSSNF upon receipt of all required documentation. Payment shall not be made to Independent Contractor until receipt, review and approval of all required documentation. FSSNF shall have thirty (30) calendar days from the date of invoice to remit payment, subject to receipt, review and approval by FSSNF of all required documentation.
5. No Employment Relationship Created. Nothing herein shall be construed to create the relationship of employer and employee between FSSNF and Independent Contractor. Independent Contractor shall be free to exercise its own judgment in the performance of such work. Independent Contractor shall be free to devote whatever time it chooses to any other business.
6. Employment taxes. Independent Contractor understands and expressly agrees to the following: (i) FICA or any other federal or state taxes are the responsibility of Independent Contractor; (ii) Independent Contractor is responsible for paying self-employment taxes and any other federal or state taxes on any monies received by Independent Contractor in relation to this Agreement; and (iii) Independent Contractor shall be responsible for furnishing worker's compensation, public, and/or contractors' liability insurance required by law with regard to the services performed by Independent Contractor pursuant to this Agreement.
7. Governance. In performing the Services, Independent Contractor is under the direction and control of FSSNF only as to the final result of Independent Contractor's performance and not as to the means by which Independent Contractor accomplishes the result. FSSNF will provide no special tools, materials or supplies to Independent Contractor in connection with its performance of the services. Further, Independent Contractor's working hours shall be within the discretion of Independent Contractor and shall not be regulated by FSSNF.
8. Subcontracting. Services under this Agreement may not be subcontracted or assigned by Independent Contractor without prior written FSSNF approval as to the services, costs and responsibilities of each party to any such subcontract or assignment.
9. Indemnification. Independent Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend,

and hold harmless FSSNF and its officers, agents, volunteers, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by Independent Contractor, its agents, employees, partners, subcontractors and assigns. However, Independent Contractor shall not indemnify for that portion of any loss or damages proximately caused by the gross negligence act or willful misconduct of FSSNF.

- a) Independent Contractor shall without exception indemnify and hold harmless FSSNF and its officers, agents, and employees from any liability of any nature or kind whatsoever, including attorneys' fees, costs, and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by Independent Contractor, or article manufactured or used by Independent Contractor, its officers, agents or contractors in the performance of this Agreement including but not limited to the performance or provision of the Service delivered to FSSNF for the use of FSSNF, its employees, agents, officers and contractors. Independent Contractor may at its option and expense procure for FSSNF, its employees, agents, officers or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If Independent Contractor is not reasonably able to modify or otherwise secure FSSNF the right to continue using the product or article, Independent Contractor shall remove the product and refund FSSNF the amounts paid in excess of a reasonable rental for past use. However, FSSNF shall not be liable for any royalties. Independent Contractor has no liability when such claim is solely and exclusively due to FSSNF alteration of the product or article or FSSNF misuse or modification of Independent Contractor's products or FSSNF operation or use of products in a manner not contemplated by this Agreement. Independent Contractor shall provide prompt written notification to FSSNF of any claim of copyright, patent or other infringement arising from the performance of this Agreement.
- b) Further, Independent Contractor shall protect, defend, and indemnify FSSNF, including attorneys' fees and costs, for any and all claims and litigation (including litigation initiated by FSSNF) arising from or relating to Independent Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of Independent Contractor's redaction.
- c) Independent Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment finding FSSNF grossly negligent after the highest appeal is exhausted shall excuse Independent Contractor of performance under this provision, in which case FSSNF shall have no obligation to reimburse Independent Contractor for the cost of its defense. If Independent Contractor is an agency or subdivision of the State of Florida, the obligation to indemnify, defend and hold harmless FSSNF shall be to the extent permitted by law and without waiving the limits of sovereign immunity.
- d) The indemnification responsibilities defined in this provision shall survive expiration or termination of this Agreement.

10. Mandatory Reporting Requirement. The Independent Contractor, its subcontractors, agents and assignees at all times during the term of this Agreement must comply with and inform their respective employees of the mandatory reporting requirements for a reportable incident, which can be obtained from the Manager, Contracts and Compliance Department. Any employee of the Independent Contractor, its subcontractors, agents or assignees providing Services all or any portion of the Agreement, who has any knowledge of a Reportable Incident, shall report such incident as follows: 1) Reportable Incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other Reportable Incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at [ig\\_complaints@myflfamilies.com](mailto:ig_complaints@myflfamilies.com). The Independent Contractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida 32399-0700; or via fax at (850) 488-1428.
11. Preference to Florida Based Businesses. Independent Contractor agrees to maximize the use of Florida residents, Florida products and other Florida-based businesses in fulfilling their contractual duties under this Agreement.
12. Employment Eligibility Verification.
- a) Definitions. As used in this provision:
- "Employee assigned to the contract" means all persons employed during the Agreement term by Independent Contractor to perform work pursuant to this Agreement within the United States and its territories, and all persons (including sub-subcontractors) assigned by Independent Contractor to perform work pursuant to this Agreement.
- "Subcontract" means any contract entered into by Independent Contractor to furnish supplies or services for the performance of this Agreement or a subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
- "Sub-subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Independent Contractor or another sub-subcontractor.
- b) Enrollment and verification requirements
- (1) Independent Contractor shall:
- i. Enroll. Enroll as a provider in the federal E-Verify program operated by the Department of Homeland Security ("DHS") thirty (30) calendar days of execution of this Agreement.
- ii. Verify all new employees. Within thirty (30) calendar days of enrollment in the E-Verify program, use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Independent Contractor to perform work pursuant to this Agreement shall be verified as employment eligible within three (3) business days after the date of hire and prior to such employee performing work or providing the services described in this Agreement; and

(2) Independent Contractor shall comply, for the period of performance of this Agreement, with the requirement of the E-Verify program enrollment.

DHS or the Social Security Administration ("SSA") may terminate the Independent Contractor's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, Independent Contractor will be referred to a DHS or SSA suspension or debarment official.

During the period between the termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, Independent Contractor is excused from its obligations under paragraph (b) of this provision. If the suspension or debarment official determines not to suspend or debar the Independent Contractor, then the Independent Contractor must reenroll in E-Verify.

c) Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the DHS website: <http://www.uscis.gov/E-Verify>.

d) Individuals previously verified. Independent Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Independent Contractor through the E-Verify program except as provided in the next subsection.

e) Nothing herein shall permit an employee of independent contractor its subcontractor, its agents, or its assignees to provide any of the work or services provided for in this agreement unless and until such employee's employment eligibility has been verified through the E-Verify program.

f) Individuals performing work prior to the E-Verify requirement. Employees assigned to and performing work pursuant to this Agreement prior to February 4, 2011 do not require employment verification through E-Verify.

g) Evidence. Evidence of the use of the E-Verify system will be maintained by the independent contractor in the employee's personnel file.

h) Sub-subcontracts. Independent Contractor shall include the requirements of this provision, including this paragraph (h) (appropriately modified for identification of the parties), in each Sub-subcontract with any subcontractor which requirements shall be binding in any and all sub-contractors.

13. Mandatory Background Screening. Independent Contractor shall ensure that all of its employees, subcontractors and agents providing Child Welfare Services to Eligible Consumers are subjected to a Level 2 security background investigation in accordance with Section 435.04, Florida statutes. Volunteers working on an intermittent basis over ten (10) hours per month are also subject to this provision and the mandatory background screening required herein. A volunteer who assists on an intermittent basis for less than ten (10) hours per month need not be screened if an individual who meets the screening requirement of this section is continuously present and has the volunteer within his or her line of sight. No person required to be screened may begin work until the screening has been completed. In the event that any such employee, subcontractor, agent or volunteer is determined to (a) have been found

guilty of or arrested for, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any of the offenses enumerated in Section 435.04(2), Florida Statutes, or (b), have been subject to a confirmed child abuse or neglect report, then such individual shall be prohibited from providing child welfare services to Eligible Consumers, unless exemption from disqualification has been granted under Section 435.07, Florida Statutes. An exemption for a disqualifying felony may not be granted until at least three years after the completion of all sentencing sanctions for that felony. Exemptions from disqualification may only be granted by the Department. In the event of Independent Contractor's failure to comply with the requirements of this provision, FSSNF will have the right to immediately terminate this Agreement.

14. Non-Disparagement. Independent Contractor shall not make any statements that disparage or reflect unfavorably on FSSNF. If during the term of this Agreement Independent Contractor its employees, subcontractors, agents or assigns is charged with, convicted of, or has committed a crime or engages in any actions involving moral turpitude or which may bring FSSNF or its subcontractors or clients under ridicule, contempt, scandal, public disrepute, or which shocks, insults, or offends the people of Florida or this nation or any class or group thereof or reflects unfavorably upon FSSNF, or which in the reasonable judgment of FSSNF is or may be detrimental to FSSNF, then FSSNF may immediately terminate this Agreement by written notice to Independent Contractor, notwithstanding any other requirements regarding notice of termination under Article II of this Agreement. Without limitation to the foregoing, Independent Contractor shall not depict FSSNF or any subcontractors of FSSNF or clients in a manner that is inconsistent with FSSNF instructions or in a manner that could reasonably be perceived as negative, derogatory or detrimental to the FSSNF name, brand, reputation or trademarks.
15. Insurance Requirement. Independent Contractor agrees to maintain insurance in the amounts detailed in Attachment II to the Agreement attached hereto and incorporated herein and provide proof of same to FSSNF upon execution of this Agreement. Independent Contractor must require insurer to provide written notice to FSSNF of any intention to cancel or refusal to renew the policy at least thirty (30) calendar days prior to cancellation or nonrenewal. Independent Contractor further agrees to notify FSSNF within twenty-four (24) hours in the event of a change or loss of Independent Contractor's insurance coverage and/or bond coverage. In the event of loss or reduction of insurance or bond coverage FSSNF will have the right to immediately terminate this Agreement.
16. Compliance with Law. Independent Contractor shall at all times during the term of this Agreement comply with and provide all Services required hereunder in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act, the Pro-Children Act of 1994, Section 306 of the Clean Air Act (42 U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), Executive Order 11738, relevant EPA Regulations (40 CFR Part 30), and Chapters 39 and 409, Florida Statutes, as they may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time.
17. Health Insurance Portability and Accountability Act ("HIPAA"). In compliance with 45 CFR §164.504 (e), the subcontractor shall comply with the provisions of Attachment V

to this Agreement, governing the safeguarding, use and disclose of Protected Health Information created, received, maintained, or transmitted by the Subcontractor or its subcontractors incidental to Subcontractor's performance of this contract. The provisions of the foregoing Attachment supersede all other provisions of the Agreement regarding HIPAA compliance.

18. Whistleblower Protections.

a) Independent Contractor shall comply with all requirements related to the federal whistleblower protections specified in Section 1553 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). Independent Contractor shall post notice of employees' rights and remedies for whistleblower protections provided under the Recovery Act.

b) Additionally, in accordance with subsection 112.3187(2), F.S., the Independent Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that created substantial and specific danger to the public's health, safety or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The subcontractor and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

19. Americans with Disabilities Act. Independent Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 ("Section 504") and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 ("ADA"). Independent Contractor shall comply with the following:

a) If Independent Contractor employs fifteen (15) or more employees it shall designate a single point of contact to ensure effective communication with deaf or hard-of-hearing eligible customers or companions in accordance with Section 504 and the ADA. The name and contact information for Independent Contractor's single point of contact shall be provided to the Manager, Contracts and Compliance Department within fourteen (14) calendar days of the effective date of this requirement.

b) The single point of contact will ensure effective communication with deaf or hard-of-hearing eligible customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the FSSNF Single Point of Contact. The single point of contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated compliance with Section 504 and the ADA. Further, employees of Independent Contractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained by Independent Contractor in the employee's personnel file.



- c) Independent Contractor's single point of contact will ensure that conspicuous notices, which provide information about the availability of appropriate auxiliary aids and services at no cost to the deaf or hard-of-hearing eligible customers or companions, are posted near where people enter or are admitted within service locations. Such notices must be posted immediately, upon execution of this Agreement. The approved notice can be downloaded through the Internet at:

<http://www.myflfamilies.com/about-us/office-civil-rights>

- d) Independent Contractor shall document the eligible customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the eligible customer's record. Documentation with supporting justification must also be made if any request was not honored. Independent Contractor shall submit Compliance Reports monthly, not later than the fifth (5<sup>th</sup>) day of each month, to the Manager, Contracts and Compliance Department. Independent Contractor shall distribute customer feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
- e) If Eligible Consumers or companions are referred to other agencies, Independent Contractor must ensure that the receiving agency is notified of the Eligible Consumer's or companion's preferred method of communication and any auxiliary aids/service needs.

20. Confidentiality. Independent Contractor shall comply at all times with applicable federal and State of Florida laws, rules, and regulations, including but not limited to 45 C.F.R. Section 205.50, and Section 402.115, Florida Statutes, regarding the confidentiality of the records and identity of Eligible Consumers. Independent Contractor shall not release any records to any third party other than FSSNF without the prior written consent of the Eligible Consumer (or a parent or guardian if the Eligible Consumer is a minor) and FSSNF, except as may be required by applicable law or an order from a court of competent jurisdiction. Independent Contractor shall ensure that its employees, subcontractors, assignees and agents are aware of and comply with the requirements of this clause. If requested, Independent Contractor, its employees, subcontractors, assignees and agents will sign a confidentiality agreement in a form specified and provided by FSSNF. These obligations of confidentiality will survive the expiration or termination of this Agreement.

21. No Unsupervised Contact. Independent Contractor agrees that its employees, subcontractors, assignees and agents will not be alone with Eligible Consumers under the age of eighteen (18) at any time outside of the presence of a legal guardian, FSC or other individual approved to provide services pursuant to Section 435.04, Florida Statutes. Independent Contractor will ensure that its employees, subcontractors, assignees and agents are aware of and comply with the requirements of this provision.

22. Termination.

- a) This Agreement may be terminated by either party hereto at any time upon giving the other party at least thirty (30) calendar days written notice setting forth the intention to exercise this right and option.

b) FSSNF may terminate this Agreement within ten (10) calendar days upon written notice if it determines at its absolute discretion that Independent Contractor has failed or may fail to perform any material duty or obligation imposed by the Agreement and Independent Contractor fails to cure the default or breach to the satisfaction of FSSNF within the ten (10) calendar day period following the notice. If this Agreement is terminated under the foregoing provision, Independent Contractor will be ineligible to receive any contracts or funds from FSSNF for a period of at least twelve (12) months from the date of termination.

23. Notices. In addition to the Contract Manager any and all correspondence regarding this Agreement will be addressed to the following:

<b>SCHOOL BOARD OF CLAY COUNTY</b>	<b>FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC.</b>
<b>Name:</b> <u>Kathryn Lawrence</u>	<b>Name:</b> <u>Carlos Cruz</u>
<b>Title:</b> <u>Program Director</u>	<b>Title:</b> <u>Supervisor, Family Preservation</u>
<b>Address:</b> <u>2300 Kingsley Avenue</u>	<b>Address:</b> <u>1300 Riverplace Boulevard, Suite 700</u>
<b>Phone:</b> <u>Orange Park, Florida 32073</u>	<b>Phone:</b> <u>Jacksonville, Florida 32207</u>
<b>Email:</b> <u>904.272.8123</u>	<b>Email:</b> <u>904.265.8011</u>
<b>Email:</b> <u>klawrence@oneplace.net</u>	<b>Email:</b> <u>Carlos.cruz@fssnf.org</u>

24. Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. The accepted venue for any actions regarding enforcement, interpretation, or application of the Agreement generally shall be in Duval County, Florida.

25. Independent Contractor shall complete and provide to FSSNF upon the execution of this Agreement, Attachment II, Attachment III, Attachment IV and Attachment V to this Agreement. This Agreement is contingent upon the receipt of all required documentation identified in Attachment II, Attachment III, Attachment IV and Attachment V.

26. Merger Clause. This Agreement contains and constitutes the entire agreement between the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. No change, modification, or waiver of any provision of this Agreement will be of value unless in writing and signed by both parties to this Agreement.

27. Effective Date. This Agreement shall be effective May 01, 2016, and will expire on June 30, 2017.

**IN WITNESS WHEREOF**, School Board of Clay County and Family Support Services of North Florida, Inc. have duly executed this Agreement effective as of the date first above written.

**SCHOOL BOARD OF CLAY COUNTY**

**FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC.**

**Signature:** \_\_\_\_\_  
**Name:** JOHNNA MCKINNON  
**Title:** CHAIRMAN OF THE BOARD  
**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**Name:** E. LEE KAYWORK  
**Title:** CHIEF EXECUTIVE OFFICER  
**Date:** \_\_\_\_\_

**ATTACHMENT I**

## Scope of Services:

1. Independent Contractor shall chair, schedule, staff, review and provide technical support at FSSNF's planning teams on 90% of children who have been referred to SEDNET due to high risk of lockouts. These meetings are held to strategize an action plan for care.
2. Independent Contractor shall chair, schedule, staff, review and provide technical support at FSSNF's planning teams on 90% of children who have been referred to SEDNET due to two (2) or more crisis stabilizations within six months
3. Independent Contractor shall maintain therapeutic documentation on 100% of clients reviewed by FSSNF's planning team.
4. Independent Contractor shall decrease referred children entering foster care by 25%.
5. Independent Contractor shall accept referrals of clients who are high risk for lockout/multiple crisis stabilizations.
6. Independent Contractor shall assist families completing the family service planning team application.
7. Independent Contractor shall schedule the child's planning meeting at the next available meeting.
8. Independent Contractor shall complete a plan, which shall encompass the family, child and school and have services started within 72 hours.
9. Independent Contractor shall complete an adverse child experience form for additional information.
10. Independent Contractor shall purchase necessary services to enhance the child's stabilization.
11. Independent Contractor shall implement multidisciplinary treatment options, which focus on trauma recovery. This shall include but not limited to Eye Movement Desensitization and Reprocessing (EMDR), transitional group therapy, sexual victim's group, social skills group, appropriate sexual behavior group, sexual reactive therapy, sexual victim's therapy, play therapy, anger management in the home, Martial Arts Therapy, psychological evaluation and intense mentoring.
12. Independent Contractor shall track the child while if they are admitted into residential treatment and begin the development of the discharge plan upon the child's admission. The same outpatient trauma team resumes treatment upon the child's discharge. The team will update and review the child's plan weekly and will keep communication with the hospital, child and family.

## ATTACHMENT II

**FSSNF Insurance Requirements  
For Fiscal Year 2015-2016**

**Policy Option 1 – Non-Exclusion Clause for Sexual Abuse and Molestation**

- General Liability with minimum limits of:
  - \$3,000,000 General Aggregate
  - \$3,000,000 Products and Completed Operations Aggregate
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal and Advertising Injury
  - \$50,000 Fire Damage
  - \$5,000 Medical Payments
  
- Professional Liability with minimum limits of:
  - \$3,000,000 Aggregate
  - \$1,000,000 Each Incident

**WITH** the following non-exclusion on the certificate:

**“The professional liability does not contain an exclusion for sexual abuse and molestation”**

- Auto Liability covering all Owned, Non-owned and Hired Vehicles with minimum limits of:
  - \$1,000,000 Combined Single Limit
  
- Workers' Compensation (*if vendor has 4 or more employees*) meeting the statutory requirements of the State in which work is to be performed, with minimum limits of:
  - \$100,000 Each Accident
  - \$500,000 Disease - Policy Limit
  - \$100,000 Disease - Each Employee

**Policy Option 2 – Separate Sexual Abuse and Molestation Policy**

- General Liability with minimum limits of:
  - \$3,000,000 General Aggregate
  - \$3,000,000 Products and Completed Operations Aggregate
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal and Advertising Injury
  - \$50,000 Fire Damage
  - \$5,000 Medical Payments
  
- Professional Liability with minimum limits of:
  - \$3,000,000 Aggregate

\$1,000,000 Each Incident

- Auto Liability covering all Owned, Non-owned and Hired Vehicles with minimum limits of:

\$1,000,000 Combined Single Limit

- Workers' Compensation (*if vendor has 4 or more employees*) meeting the statutory requirements of the State in which work is to be performed, with minimum limits of:

\$100,000 Each Accident

\$500,000 Disease - Policy Limit

\$100,000 Disease - Each Employee

- Sexual Abuse and Molestation policy with minimum limits of:

\$1,000,000 Aggregate

\$1,000,000 Each Incident

**Regardless of which policy option you choose, vendors must:**

Independent Contractor will name Family Support Services of North Florida, Inc., and the Florida Department of Children and Families as additional insured on the general, professional and sexual abuse liability policies and provide proof of same. Family Support Services of North Florida, Inc. and the Florida Department of Children and Families need to be listed on two (2) separate certificates as two (2) separate certificate holders with the proper addresses for each.

## ATTACHMENT III

**CERTIFICATION AND AFFIDAVIT REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

1. Each provider must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign this certification. FSSNF cannot contract with these types of providers if they are debarred or suspended by the federal government.
  2. This certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
  3. The Provider shall provide immediate written notice to the Contract Manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
  5. The Provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement unless authorized by the Federal Government.
  6. The Provider further agrees by submitting this certification that it will require each subcontractor of this Agreement to submit a signed copy of this certification.
  7. FSSNF may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
  8. This signed certification must be kept in the Contract Manager's file. Subcontractor's certifications must be kept at the contractor's business location.
- 

**CERTIFICATION**

- (1) The Provider certifies, by signing this certification, the following:
  - a) The Provider is not barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;

- b) The Provider is not under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
  - c) The Provider is not currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
  - d) The Provider has not had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
  - e) The Provider has not failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.
- (2) Where the prospective Provider is unable to certify to any of the statements in this certification, such prospective Provider shall attach an explanation to this certification.

\_\_\_\_\_  
Signature

Johnna McKinnon  
Name

\_\_\_\_\_  
Date

Chairman of the Board  
Title

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
State of \_\_\_\_\_ at Large (Seal)  
My Commission Expires:



**ATTACHMENT IV**

**CERTIFICATION REGARDING LOBBYING**

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been 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 or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a 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 sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file that required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Johnna McKinnon.  
Name of Certifying Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Chairman of the Board  
Title

School Board of Clay County  
Name of Organization

900 Walnut Street Green Cove Springs, Florida 32043  
Address of Organization

## ATTACHMENT V

This Attachment contains the terms and conditions governing the Subcontractor's access to and use of Protected Health Information and provides the permissible uses and disclosures of Protected Health Information by the Subcontractor, also called "Business Associate."

### Section 1. Definitions

#### 1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules found at 45 CFR Part 160 and Part 164: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "Business associate" at 45 CFR §160.103, and for purposes of this Attachment shall specifically refer to the Subcontractor.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "Covered entity" at 45 CFR §160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR §160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

2.1.1 Not use or disclose Protected Health Information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR §164.308, physical safeguards as set forth at 45 CFR §164.310, and technical safeguards as set forth at 45 CFR §164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the

confidentiality, integrity, and availability of the PHI and/or ePHI that the Subcontractor creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §164.500 and §164.502(E) of the Privacy Rule (42 U.S.C. §1320d-5 and §1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Attachment of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR §164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach);

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;

2.1.11 In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their Business Associate's or Subcontractor's that meets the applicable requirements of

§164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the Subcontractor shall provide written certification that its implementation complies with the terms of 45 CFR §164.532(d);

2.1.12 Make available Protected Health Information in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.524;

2.1.13 Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

2.1.15 To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

3.1 The Business Associate may only use or disclose Protected Health Information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or

further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department with data analyses relating to the healthcare operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR §164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

#### **Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 4.3 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

- 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

## 5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

5.2.1.1 Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to Covered Entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

5.2.1.4 Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to Covered Entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.2 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

## Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.



