

EMPLOYEE PROTECTION LINE®
SUBSCRIBER AGREEMENT

THIS AGREEMENT entered into by in2vate, llc ("in2vate") and Suwannee County School Board ("Subscriber").

In consideration of the mutual promises herein contained and for good and valuable consideration, the sufficiency of which is hereby acknowledged, in2vate and Subscriber agree as follows:

1. **Services Provided by in2vate.** in2vate agrees to grant Subscriber access to the Employee Protection Line® service. in2vate or its agents have described this service to Subscriber and shall be substantially the same as outlined on the in2vate website or other materials provided to Subscriber.
2. **Term.** The term of this Agreement shall begin on September 25, 2018 (referred to as the "Beginning Date"). Services to be provided by in2vate will not begin until the last to occur of a.) receipt by in2vate of completed *Subscriber Information* and *Collective Risk Management® Team Contact Information Forms*, and b.) receipt by in2vate of the annual fee. The term shall be for a period of one (1) year starting on the Beginning Date ("Initial Term"). If the Subscriber is not satisfied with the Employee Protection Line service for any reason, within thirty (30) days following the Beginning Date, in2vate will refund the fee for the Initial Term less expenses incurred by in2vate. in2vate will notify Subscriber thirty (30) days prior to renewal to extend the Term for consecutive, one (1) year Terms ("Renewal Terms") on each anniversary of the Beginning Date (referred to as the "Renewal Date") unless either party gives written notice at least thirty (30) days prior to a Renewal Date of its intention to terminate this Agreement. Should Subscriber fail to pay, when due, the Annual Fee in effect at that time, service will be suspended.
3. **Annual Fee.** Subscriber agrees to pay in2vate \$2.75 per employee, per annum, with a minimum fee of \$750.00, with pricing based on the total number of employees for the Initial Term and all Renewal Terms of this Agreement. The Annual Fee payable for each Renewal Term may be changed at the sole discretion of in2vate, which shall give the Subscriber written notice of the revised Annual Fee no less than sixty (60) days prior to each Renewal Date. The Annual Fee for the Initial Term must be paid by the Subscriber in order to activate the services and will be non-refundable except as set forth in paragraph 2. The Annual Fee for each Renewal Term shall be due and payable no later than each Renewal Date.
4. **Changes in employee base during Term.** Any change in the number of employees of the Subscriber either an increase or decrease will not affect the annual fee until the following Renewal Date. Any employees added after the Beginning Date of the Term are covered under the current Subscriber Agreement. It is the responsibility of the Subscriber to verify the number of employees prior to the Renewal Date. This clause is applicable to Subscriber and its subsidiaries.
5. **Report Fee.** Subscription includes unlimited reports to the Employee Protection Line. However, if a report is received from an employee in a language other than English, Subscriber agrees to pay a translation fee for each such report.
6. **Information/Confidentiality.** Upon in2vate's request, Subscriber shall furnish all information reasonably necessary for in2vate to perform the services purchased. Such information may include, but not be limited to, handbooks, personnel manuals, and organizational charts. Delays in supplying information may delay in2vate's performance of this Agreement. Information furnished to in2vate, designated by Subscriber as confidential, will not be disclosed except as reasonably necessary to in2vate's performance of the services and with Subscriber's written permission. Furnished information shall be returned to Subscriber when it is no longer needed or when this Agreement terminates, whichever occurs first. Subscriber acknowledges information may be subject to production by subpoena or other formal legal process. in2vate hereby gives notice to Subscriber that all information provided to Subscriber by in2vate in the form of manuals, audio tapes, video tapes, handbooks and publications, is to be considered proprietary to in2vate and none of such information shall be copied, distributed, or reproduced in any manner, whether or not distributed to third parties, without the express written consent of in2vate. In the event either party terminates this Agreement, such material shall be removed from Subscriber's facility and its employee's by Subscriber, and returned to in2vate. Subscriber also agrees to notify all parties that may have access to the Employee Protection Line of its termination of this Agreement. in2vate agrees not to disclose the substance of reports with a contact not listed by Subscriber unless Subscriber determines those reports discoverable through legal process or upon written permission.
7. **Nonexclusive Services.** Subscriber acknowledges that in2vate provides and will continue to provide its services to other private and governmental entities of in2vate's choosing.
8. **Subcontractors.** Subscriber agrees in2vate may subcontract services to be provided pursuant to this Agreement.

9. **No Warranties/Guarantees.** in2vate does not warrant or guarantee that the Employee Protection Line will prevent illegal activities, wrongdoing, lawsuits, damage assessments, or other claims or charges by any individual or entity.
10. **No Legal Representation or Services.** in2vate will not provide legal representation for Subscriber. No confidential attorney-client relationship is intended or formed by this Agreement or the performance of it. Should Subscriber desire legal representation, it agrees to contact individuals or firms other than in2vate to meet its needs.
11. **Modification of Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may only be modified by agreement, written and signed by both parties.
12. **Indemnity.** Subscriber agrees to indemnify and hold in2vate harmless for any losses or damages arising out of the acts or omissions of Subscriber, in the performance of this agreement. in2vate agrees to indemnify and hold harmless Subscriber for any loss or damages arising out of acts or omissions of in2vate in its performance of this Agreement. in2vate also agrees to provide Subscriber with a Certificate of Insurance for its Errors and Omissions policy of not less than \$1 million per occurrence and in the aggregate.
13. **Report Recording.** Subscriber agrees to in2vate's audio recording and transcription of all reports received from Subscriber's employees through the Employee Protection Line service. Subscriber agrees that the audio recordings are in2vate's sole property. Subscriber agrees to disclose to its employees that their reports will be recorded.
14. **Party Dispute Resolution.** Any claim between the parties hereto arising out of or relating to this Agreement or the services shall be resolved by mediation, the mediator to be agreed upon by the parties. The resulting settlement agreement shall be enforceable in a circuit court having jurisdiction in Suwannee County, Florida.
15. **Miscellaneous.** This Agreement is made and entered into in the State of Florida, and is governed by Florida law. This Agreement may be signed in counterparts, in which case each counterpart shall constitute an original of the Agreement. Defined terms are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. In this Agreement, the singular shall include the plural, the plural shall include the singular, and pronouns shall be interpreted appropriately as masculine, feminine, or neuter.
16. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.
17. **Sovereign Immunity.** Nothing contained in this Agreement shall be interpreted or construed to mean that the Client waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

WITNESS the parties, by signature, have agreed to the terms set forth in this Agreement, as of the date last written below.

SUBSCRIBER

(Representative of Subscriber)

Signature 

(Print) Ted L. Roush

Title Superintendent of Schools **SEP 25 2018**

Signature 

(Print) Jerry Taylor

Title Board Chairman

Date **SEP 25 2018**

Number of Employees _____

Subscriber's Address:

Physical 1729 Walker Ave., SW. Ste. 200


Live Oak, FL 32064

Mailing (same as above)

Phone (386)647-4600

in2vate, llc

(Representative of in2vate, llc)

Signature 

Title Director of Services

Date 10-26-18

AGENT or CONSULTANT (circle one if applicable)

Signature _____

(Print) _____

Organization _____

Address _____

Phone () _____ Ext. _____

SEND SUBSCRIBER AGREEMENT TO:

in2vate, llc
ATTN: Employee Protection Line Manager
401 S. Boston Avenue, Suite 800
Tulsa, OK 74103
(918) 582-5262 Phone
- (918) 582-5261 Fax

"Approved as to Form and Sufficiency

BY 

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2018)**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 Walker Ave., SW, Ste. 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the 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 or otherwise provided by law.

You must ensure that public records which 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 District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).