SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
October 11, 2016

AGENDA

Call to Order – Immediately following the workshop

The Superintendent recommends approval to adopt the agenda.

School Board Member Jerry Taylor:

1. Discussion and possible action regarding the selection of a Sitting/Primary School Board-Appointed Citizen Member to serve on the Value Adjustment Board (VAB) for 2016-2017. (Note: Adrienne Burke was originally Board approved, on May 24, 2016, to serve on the VAB for 2016-2017 as the Sitting/Primary School Board-Appointed Citizen Member. Since then, Ms. Burke has resigned from the position.)

Assistant Superintendent of Instruction – Janene Fitzpatrick:

2. The Superintendent recommends approval of the Suwannee County School District Strategic Action Plan 2016-2020. **(pgs. 3-26)**

Director of Career, Technical, and Adult Education – Walter Boatright:

3. The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2017-76 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (Note: This contract replaces #2017-37, which was previously Board approved on May 24, 2016.) **(pgs. 27-33)**

Director of Student Services – Elizabeth Simpson:

4. The Superintendent recommends approval of the following contracts/agreements for the 2016-2017 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2017-80	Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida **(pgs. 34-50)**
#2017-81	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Independent Training for the Blind, Inc. **(pgs. 51-64)**

Adjourn

SUWANNEE COUNTY SCHOOL DISTRICT

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JERRY A. SCARBOROUGH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
JULIE ULMER
DISTRICT 3
ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: October 6, 2016

RE: Agenda Item for October 11, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the Suwannee County School District Strategic Action Plan 2016-2020.

BACKGROUND:

The Strategic Action Plan lays out the action steps and key performance indicators that will be used to implement, monitor, and evaluate the SCSD Strategic Plan. The SCSD Strategic Plan was Board approved on May 24, 2016.

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 1: Quality Instruction
Strategy 1: Provide differentiated instruction to engage and challenge students of diverse backgrounds and abilities.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Survey teachers to get baseline data on use of differentiation	AS-Instruction	Increase in percentage of teachers using differentiated instruction	Survey Monkey	May 2016	September 2016
Train teachers in how to differentiate and what administration will be looking for	AS-Instruction; Student Services	All teachers will be successfully using differentiated instruction PD Documents	FDLRS; TSCs	September 2016	June 2018
Develop observation tool for gathering data on usage of differentiated instruction	AS-Instruction; Human Resources	The tool is developed and ready for use by administrators	Edivate platform for observation	May 2016	September 2016
Train administration on observation tool to identify differentiated instruction	AS-Instruction; Student Services; Human Resources	100% of administrators are trained and able to identify differentiated instruction	FDLRS	September 2016	October 2016
Monitor and evaluate the data gathered by principals on classroom walkthroughs related to quality of instruction	AS-Instruction; Student Services	Monthly data evaluation will take place of all schools	Data collection and evaluation protocol	October 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline 15-16**	**Target 16-17**	**Target 17-18**	**Target 18-19**	**Target 19-20**
Percent of teachers that regularly use differentiated instruction/high yield instructional strategies (SURVEY and OBSERVATION)	Increase	75% (Survey)	85%	95%	100%	100%
Percent of teachers who plan and prepare a variety of learning activities considering individual student's culture, learning styles, special needs, and socio-economic background. (SURVEY and OBSERVATION)	Increase	75% (Survey)	85%	95%	100%	100%

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 1: Quality Instruction
Strategy 2: Increase use of high-yield academic strategies that lead to effective and relevant standards based instruction.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Survey teachers to get baseline data on use of high yield strategies	AS-Instruction	Increase in percentage of teachers using high-yield strategies	Survey Monkey; Marzano High Yield Strategies List	May 2016	September 2016
Train teachers high yield strategies and what administration will be looking for	AS-Instruction; Student Services	All teachers will be successfully using high yield strategies	TSCs	September 2016	June 2018
Develop observation tool for gathering data on usage of high yield strategies	AS-Instruction; Human Resources	The tool is developed and ready for use by administrators	Marzano High Yield Strategies; Edivate platform for observation	May 2016	September 2016
Train administration on observation tool to identify high-yield strategies	AS-Instruction; Student Services; Human Resources	100% of administrators are trained and able to identify high-yield strategies	TSCs	September 2016	October 2016
Monitor and evaluate the data gathered by principals on classroom walkthroughs related to quality of instruction	AS-Instruction; Student Services	Monthly data evaluation will take place of all schools	Data collection and evaluation protocol	October 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline 15-16**	**Target 16-17**	**Target 17-18**	**Target 18-19**	**Target 19-20**
Percent of teachers that regularly use differentiated instruction/high yield instructional strategies (SURVEY and OBSERVATION)	Increase	75% (Survey)	85%	95%	100%	100%
Percent of teachers who plan and prepare a variety of learning activities considering individual student's culture, learning styles, special needs, and socio-economic background. (SURVEY and OBSERVATION)	Increase	75% (Survey)	85%	95%	100%	100%

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 1: Quality Instruction
Strategy 3: Continue to cultivate and sustain a Human Capital Management System (HCMS) to provide for district-wide success (including recruitment, retention, and professional development).

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Develop specific strategies for recruiting	Human Resources; Finance; District Executive Leadership Team	New strategies for use in the 2017-2018 hiring season	Data for analysis regarding vacancies	October 2016	December 2016
Develop specific strategies for retention	Human Resources; Finance; District Executive Leadership Team	New strategies in place for retention for 2017-2018	Data for analysis regarding retention	October 2016	December 2016
Seek a third party evaluation of our current PLC strategies	Human Resources; AS-Instruction	Completed evaluation of current strategies	Funding; PLC Partners	March 2017	June 2017

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent of teaching positions filled with certified/HQ teachers on the first day of school (HR/PRINCIPALS MONTHLY REPORT - AUGUST)	Decrease	BB	100%	100%	100%	100%
Percent of teachers returning from one year to the next (HR/PRINCIPALS MONTHLY REPORT-AUGUST)	Increase	BB	95%	95%	95%	95%
Percent of teachers participating in PLCs on PD Days District-wide (SURVEY/PRINCIPALS MONTHLY REPORT)	Increase	98% (Survey)	100%	100%	100%	100%
Percent of new teachers participating in a mentoring program (TSC MONTHLY REPORT – CURRICULUM MEETING)	Increase	KW	100%	100%	100%	100%
Percent of teachers qualifying for attendance buy back (FINANCE REPORT – DEC/MAY)	Increase	N/A	TBD (Baseline)	90%	90%	90%

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 2: Aligned Curriculum and Assessments
Strategy 1: Ensure that all resources are relevant and aligned to the Florida Standards in order to best support student learning.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Inventory resources currently being used	AS-Instruction; Student Services; Federal Programs; IT	Comprehensive inventory of instructional resources	TSCs	October 2016	December 2016
Examine/evaluate resources for relevance and alignment	AS-Instruction; Student Services; Federal Programs; IT	Completed evaluation of resources	TSCs; NEFEC; DA Team	January 2017	June 2017
Develop guidelines for implementing or changing resources	District Executive and School-Based Leadership Team	Completed guidelines for classroom, school, and district changes to materials and resources	TSCs; NEFEC; DA Team	March 2017	June 2017

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent of courses with aligned curriculum and resources. (SURVEY and EVALUATION)	Increase	30% (Survey)	50%	70%	90%	100%

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 2: Aligned Curriculum and Assessments
Strategy 2: Continue to support the use of an instructional framework that encourages the use of curriculum maps, as well as vertical and horizontal alignment from one grade to the next.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Evaluate current curriculum maps	AS-Instruction; School Based Administration	Completed evaluations for all courses	Evaluation template from FLDOE; TSCs; DA Team	April 2017	August 2017
Develop procedures for maintaining the integrity of the curriculum maps	AS-Instruction; School Based Administration	Written procedures for maintaining the integrity of curriculum maps	NEFEC; DA Team	June 2017	August 2017
Provide regular opportunities for horizontal and vertical collaboration	AS-Instruction; School Based Administration	Data to support horizontal and vertical collaboration is taking place regularly	PD Day Agendas; Sign In Sheets; Attendance Documentation	September 2017	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent of courses with aligned common assessments (SURVEY and EVALUATION)	Increase	40% (Survey)	60%	75%	90%	100%
Percent of teachers participating in PLCs on PD Days District-wide (SURVEY and EVALUATION)	Increase	98% (Survey)	100%	100%	100%	100%
Percent of teachers using District/School curriculum maps (SURVEY and EVALUATION)	Increase	60% (Survey)	70%	80%	90%	100%

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 2: Aligned Curriculum and Assessments
Strategy 3: Implement and support the use of assessments aligned to the standards in all grade levels and all subject areas (formative and summative).

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Provide PD for schools in the use of common assessments within their collaborative teams	AS-Instruction; Human Resources	Common assessment training at all schools	TSCs; School Leaders; PLC Partners	September 2017	June 2020
Train administration in how to monitor and support the creation/usage of common assessments by their collaborative teams	AS-Instruction; Human Resources	Data/documents to support the usage of collaboratively created common assessments	PLC Partners	July 2017	June 2020
Continue to provide progress monitoring assessments at the district-level that are guaranteed to be aligned with courses and Florida Standards	AS-Instruction; Assessment	Documentation of guarantee on all purchased assessments and item banks	TSCs; Testing Coordinator; DA Team	March 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent of courses with aligned common assessments (SURVEY and EVALUATION)	Increase	40% (Survey)	60%	75%	90%	100%
Percent of teachers participating in PLCs on PD Days District-wide (SURVEY and EVALUATION)	Increase	98% (Survey)	100%	100%	100%	100%
Percent of teachers using District/School curriculum maps (SURVEY and EVALUATION)	Increase	60% (Survey)	70%	80%	90%	100%

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 3: High Achievement
Strategy 1: Involve families and the community in establishing a culture that is collaborative, transparent, and student-centric.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Develop strategies to improve participation at School Advisory Committee (SAC) meetings	Parent Involvement Liaison; District Administration; School Based Administration	Increased participation in SAC meetings at all schools	State/federal guidance on SAC	January 2017	June 2017
Hold community forums annually	District Executive Leadership Team; School Board	Scheduled community forum event – Live Oak and Branford	Strategic Plan; School Improvement Plans	February 2017	June 2020
Maintain website and other online tools for parents/community to easily access information regarding District progress	District Executive and School Leadership; IT Department	Parent/community survey annually	Website; Social Media; Parent Portal; Press	July 2016	June 2020

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 3: High Achievement

Strategy 2: Assist in the creation and implementation of comprehensive School Improvement Plans which are aligned to the District's Strategic Plan and support sustained school improvement.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Ensure faculty/community involvement in the creation of School Improvement Plans (SIP)	AS-Instruction; Federal Programs; School Based Administration	Documentation of participation by faculty in creation of SIP	SIP Guidelines	January 2017	June 2020
Monitor that SIP goals and actions are aligned to District Strategic Plan goals and each school's Best Practices of Inclusive Education (BPIE) on file with Florida Department of Education	AS-Instruction; Federal Programs; School Board	All plans aligned	SIP; Strategic Plan	January 2017	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline 15-16**	**Target 16-17**	**Target 17-18**	**Target 18-19**	**Target 19-20**
Percent of school-Level SIP goals making progress towards meeting or exceeding (ANNUAL SIP EVALUATION – JUNE)	Increase	TBD	100%	100%	100%	100%
Percent of district-Level DIAP goals making progress towards meeting or exceeding (ANNUAL DIAP EVALUATION – JUNE)	Increase	TBD	100%	100%	100%	100%
Percent of District Strategic Plan goals making progress towards meeting or exceeding (ANNUAL STRATEGIC PLAN EVALUATION – JUNE)	Increase	TBD	100%	100%	100%	100%

Goal 1: Suwannee County School District will increase the academic achievement of all students.

Focus 3: High Achievement
Strategy 3: Ensure that all SCSD academic goals/targets are set to move the district to one of the top districts of high-performing students in the state.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
District Administration will work collaboratively to set district goals as needed by looking at previous performance, comparative district scores, and percentages necessary to make Suwannee County School District an "A" District	Accountability and Assessment; District Executive Leadership Team	District Executive Leadership Team Minutes	Comparative Scores; District Prior Performance; District Grading Formula	January 2017	June 2020
District goals set by the District Administration will be posted on the SCSD website to ensure consistency and alignment between departments, schools, and programs	Accountability and Assessment; Website Manager	Website goals posted and current	District Goals	January 2017	June 2020

Key Performance Indicators	Direction of Change	Baseline 14-15	15-16	Target 16-17	Target 17-18	Target 18-19	Target 19-20
Percent of students scoring proficient in Reading (DISTRICT GRADE)	Increase	44%	44%	54%	62%	70%	80%
Percent of students scoring proficient in Math (DISTRICT GRADE)	Increase	47%	44%	54%	62%	70%	80%
Percent of students scoring proficient in Science (DISTRICT GRADE)	Increase	53%	48%	54%	62%	70%	80%
Percent of students scoring proficient in Social Studies (DISTRICT GRADE)	Increase	57%	62%	62%	62%	70%	80%
Percent of students making learning gains in Mathematics (DISTRICT GRADE)	Increase		48%	54%	62%	70%	80%
Percent of students making learning gains in Reading (DISTRICT GRADE)	Increase		45%	54%	62%	70%	80%
Percent of students in lower quartile making learning gains in Mathematics (DISTRICT GRADE)	Increase		42%	54%	62%	70%	80%
Percent of students in lower quartile making learning gains in Reading (DISTRICT GRADE)	Increase		39%	54%	62%	70%	80%
4-Year Graduation Rate (DISTRICT GRADE- lagging)	Increase	77%	68%	100%	100%	100%	100%
District Grade assigned by FLDOE	Increase	B	A	B	A	A	A

Goal 2: Suwannee County School District will ensure that learning and working environments are supportive, safe, and secure.

Focus 1: Early Warning System (EWS)

Strategy 1: Create, implement, and monitor a plan to improve early identification and targeted response to EWS indicators.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Formalize in writing the current practices and procedures K-12	AS-Instruction; Student Services	Written procedures for identification and targeted response to EWS indicators	EWS System/Data RTI/SST Process; District Procedures; MTSS Coordinators; Student Policies Procedures Manual	September 2016	December 2016
Collect, monitor, and analyze data from all schools regarding the percentage of SST meetings being scheduled/held compared to the number of students identified as being in need of intervention by EWS indicators	AS-Instruction; Students Services; MTSS Coordinators; Guidance	Principals monthly report on MTSS	SST Meeting Data	August 2016	June 2020
Collect, monitor, and analyze data from all schools regarding the percentage of recommended interventions which are being implemented with fidelity and resulting in documented improvement	AS-Instruction; Students Services; MTSS Coordinators; Guidance	Principals monthly report on MTSS	SST Meeting Data	August 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline 15-16**	**Target 16-17**	**Target 17-18**	**Target 18-19**	**Target 19-20**
Percent of students with 90% or better attendance (FOCUS – QUARTERLY)	Increase	JW				100%
Percent of students with 1 or more suspensions – ISS/OSS (FOCUS – QUARTERLY)	Decrease	JW				0%
Percent of students retained grades K-5 (PRINCIPALS REPORT - JUNE)	Decrease	JW				0%
Percent of students promoted by Good Cause Exemption (3rd to 4th) (PR – JUNE)	Increase	JW				5%
Percent of 3rd graders scoring L3+ on FSA (FSA – JUNE)	Increase	45%	54%	62%	75%	90%
Percent of secondary students with NO failing grades (FOCUS – QUARTERLY)	Increase	JW				100%
Percent of students in EWS that have SST meeting held (SURVEY and PRINCIPALS REPORT)	Increase	TBD (Survey)				100%
Percent of well-prepared SST meetings (SURVEY and PRINCIPALS REPORT)	Increase	TBD (Survey)				100%

Goal 2: Suwannee County School District will ensure that learning and working environments are supportive, safe, and secure.

Focus 1: Early Warning System (EWS)

Strategy 2: Review and refine the intervention supports in place for students determined to be at-risk, developing additional at-risk programming to provide early intervention support as needs are identified.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Update and evaluate district intervention resource map (K-12) related to Reading	AS-Instruction; School-Based Administration; Student Services	Intervention Map	Current Intervention Strategies/Materials; TSCs/MTSS Coordinators; Psychologist	October 2016	June 2017
Update and evaluate district intervention resource map (K-12) related to Math	AS-Instruction; School-Based Administration; Student Services	Intervention Map	Current Intervention Strategies/Materials; TSCs/MTSS Coordinators; Psychologist	October 2016	June 2017
Update and evaluate district intervention resource map (K-12) related to Behavior	AS-Instruction; School-Based Administration; Student Services	Intervention Map	Current Intervention Strategies/Materials; TSCs/MTSS Coordinators; Psychologist	October 2016	June 2017
Update and evaluate district intervention resource map (K-12) related to Attendance	AS-Instruction; School-Based Administration; Student Services	Intervention Map	Current Intervention Strategies/Materials; TSCs/MTSS Coordinators; Psychologist	October 2016	June 2017

Key Performance Indicators	Direction of Change	Baseline 15-16	Target 16-17	Target 17-18	Target 18-19	Target 19-20
Percent of students with 90% or better attendance (FOCUS – QUARTERLY)	Increase	JW				100%
Percent of students with 1 or more suspensions – ISS/OSS (FOCUS – QUARTERLY)	Decrease	JW				0%
Percent of students retained grades K-5 (PRINCIPALS REPORT - JUNE)	Decrease	JW				0%
Percent of 3rd graders scoring L3+ on FSA (FSA – JUNE)	Increase	45%	54%	62%	75%	90%
Percent of secondary students with NO failing grades (FOCUS – QUARTERLY)	Increase	JW				100%

Goal 2: Suwannee County School District will ensure that learning and working environments are supportive, safe, and secure.

Focus 2: School Safety
Strategy 1: Review and update district-wide emergency response plans for all schools, with increased focus on proactive prevention.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
All schools and district office represented at School Safety Conference	AS-Administration; School Administration; Resource Officers	Registration documentation; Attendance documentation	Funding	July 2016	June 2020
Annual revision and updating of district emergency plan and school emergency plans	AS-Administration	Revised Plans	Administrative Assistant; FSBIT	May 2016	June 2020
Implement ALICE protocol district-wide by providing annual training for faculty and staff in new crisis response protocol	AS-Administration; School Administration; Resource Officers	Training documentation	ALICE training system and materials	May 2016	June 2020
Continue to evaluate and plan for improved security on all campuses, and making improved security a priority in the annual work plan	Facilities	Annual Work Plans	Funding; Security evaluations	March 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent of schools with a current/up-dated campus emergency plan (PRINCIPALS REPORT – JULY)	Increase	100%	100%	100%	100%	100%
Percent of climate surveys indicating a satisfactory rating of "feeling safe" on campus (SURVEY – JUNE)	Increase	100%	100%	100%	100%	100%

Goal 2: Suwannee County School District will ensure that learning and working environments are supportive, safe, and secure.

Focus 2: School Safety
Strategy 2: Monitor and celebrate safety in the workplace.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Continue implementation of School Safety Program, in which schools are rewarded for avoiding injury causing accidents	Facilities; Finance	Monthly Safety Reports; Experience Modification Rating	Accident Reports	July 2016	June 2020

Key Performance Indicators	Direction of Change	Target 15-16	Target 16-17	Target 17-18	Target 18-19	Target 19-20
Percent of safe employees with NO Workers' Compensation injuries (MONTHLY SAFETY REPORTS – FINANCE)	Increase	0	TBD	TBD	TBD	100%
District Experience Modification Rating (?? FREQUENCY – FINANCE)	Decrease	0	TBD	TBD	TBD	TBD

Goal 2: Suwannee County School District will ensure that learning and working environments are supportive, safe, and secure.

Focus 3: Student Support
Strategy 1: Implement and monitor a district-wide Positive Behavior Support plan.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
SCSD will continue to support and implement a Positive Behavior Support Program in elementary (CHAMPS)	AS-Instruction; Student Services; School Administration	School CHAMPS Plans	CHAMPS Resources; FDLRS	July 2016	June 2020
SCSD will formalize and implement a Positive Behavior Support Program at the secondary level that includes or builds upon the elementary program (CHAMPS) and contains a sound research base	AS-Instruction; Student Services; School Administration	School PBS Plans	CHAMPS Resources; FLDOE PBS/MTSS Project	July 2016	June 2020
The Transportation Department will continue to support and implement a Positive Behavior Support Program on the school bus	Transportation; Student Services	School CHAMPS Plans	CHAMPS Resources; FDLRS	July 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent of students involved in SESIR incidents (PRINCIPALS REPORT – JUNE)	Decrease	TBD	0%	0%	0%	0%
Percent of students with 1 or more suspensions – ISS/OSS (PRINCIPALS REPORT – QUARTERLY)	Decrease	JW	0%	0%	0%	0%
Percent of students with more than 3 discipline referrals – quarterly (PRNCIPALS REPORT – QUARTERLY)	Decrease	TBD	0%	0%	0%	0%

Goal 2: Suwannee County School District will ensure that learning and working environments are supportive, safe, and secure.

Focus 3: Student Support
Strategy 2: Revise school and district climate surveys and increase access to survey results in order to ensure improved customer service delivery.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Develop strategies to increase participation in climate surveys	District Administration; School Administration	Collaboration Meeting Minutes	Sample survey incentives from other districts/programs	July 2016	June 2020
Create stakeholder survey timeline	District Administration; School Administration	Timeline	Current District Surveys/Timelines	November 2016	February 2017
Publish survey result summary on district website	District Administration; School Administration	Result summaries on website	District Website; Survey Results	July 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent of Stakeholder Surveys Returned (PRINCIPALS REPORT – QUARTERLY)	Increase	TBD	50%	50%	50%	50%

Goal 2: Suwannee County School District will ensure that learning and working environments are supportive, safe, and secure.

Focus 3: Student Support
Strategy 3: Encourage and increase family and community participation in school-related activities and events.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Hold community forums annually	District Executive Leadership Team; School Board	Scheduled community forum event – Live Oak and Branford	Strategic Plan; School Improvement Plans	February 2017	June 2020
Increase number of opportunities for parents/community to participate in school/district events	District Administration; School Administration	Calendar of opportunities reported monthly	Calendar	July 2017	June 2020

Key Performance Indicators	Direction of Change	Baseline 16-17	Target 17-18	Target 18-19	Target 19-20
Number of opportunities for parent/community involvement (non-athletic) (PRINCIPALS REPORT – QUARTERLY)	Increase	TBD	TBD	TBD	TBD
Number of participants for parent/community events (maintain sign-in sheets) (PRINCIPALS REPORT – QUARTERLY)	Increase	TBD	TBD	TBD	TBD

Goal 3: Suwannee County School District will maximize access to technology for all stakeholders.

Focus 1: Digital Classrooms
Strategy 1: Provide more opportunities for academic interaction with technology.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Collect and analyze the data regarding digital integration in our current course offerings in grades K-12	AS-Instruction; IT; School Administration	Data collected	Survey	August 2016	December 2016
Continue to support the purchase of interactive, digital curriculum when available	AS-Instruction; IT; School Administration	Annual purchases recorded	Instructional materials; Resources (funds)	July 2016	June 2020
Support the creation of new programs that provide additional opportunities for academic interaction with technology	AS-Instruction; IT; School Administration	Documentation of new programs annually	Funding	July 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent Increase to fund allocation for new technology/maintenance of current devices (ANNUAL BUDGET)	Increase	TBD	TBD	TBD	TBD	TBD
Percent of courses offered that provide academic interaction with technology (SURVEY and EVALUATION)	Increase	TBD	Baseline	TBD	TBD	TBD
Student to device ratio (IT REPORT – ANNUALLY)	Decrease	3:1	2:1	1:1	1:1	1:1

Goal 3: Suwannee County School District will maximize access to technology for all stakeholders.

Focus 1: Digital Classrooms
Strategy 2: Provide training for teachers on strategies for acceptable and responsible use of technology.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Survey faculty/staff to determine the professional development needs related to technology in the District	AS-Instruction; IT	Survey data	Survey Monkey TIMS	May 2016	September 2016
Develop an annual professional development plan, related to strategies for acceptable and responsible use of technology in the District grades K-12	Technology Committee	Plan	Survey results; Best practices for integration of technology	October 2016	May 2017

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percentage of students that utilize technology in class in an academically acceptable and responsible way during class (TEACHER SURVEY and STUDENT SURVEY – DECEMBER/JUNE)	Increase	TBD	TBD	TBD	TBD	TBD

Goal 3: Suwannee County School District will maximize access to technology for all stakeholders.

Focus 1: Digital Classrooms
Strategy 3: Reduce the student to device ratio in all schools.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Develop a comprehensive plan/timeline to take the District to a 1:1 student to device ratio	IT; AS-Instruction; Facilities; Technology Committee	Plan	Funding; PD resources; Curriculum resources; Policies	July 2016	June 2017

Key Performance Indicators	Direction of Change	Baseline 15-16	Target 16-17	Target 17-18	Target 18-19	Target 19-20
Student to device ratio (IT REPORT – ANNUALLY)	Decrease	3:1	2:1	1:1	1:1	1:1
Percent of Teachers indicating that they are ready for 1:1 implementation in their classroom based on teacher skills. (TEACHER SURVEY – DECEMBER/JUNE)	Increase	N/A	TBD	100%	100%	100%
Percent of Teachers indicating that they are ready for 1:1 implementation in their classroom based on student skills. (TEACHER SURVEY – DECEMBER/JUNE)	Increase	N/A	TBD	100%	100%	100%
Percent of Teachers indicating that they are ready for 1:1 implementation in their classroom based on curriculum/classroom resources. (TEACHER SURVEY – DECEMBER/JUNE)	Increase	N/A	TBD	100%	100%	100%

Goal 3: Suwannee County School District will maximize access to technology for all stakeholders.

Focus 2: Communication Tool
Strategy 1: Continue the use of existing parent communication tools and consider new tools of communication.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
The District will ensure an increase in the quality and quantity of information that is relayed to parents/stakeholders through technology platforms (websites, social media, parent portals) by monthly monitoring at Principal Meetings	District Administration; Principals	Meeting minutes; Data collected	none	October 2016	June 2020
Provide professional development for faculty/staff to improve the quality of communication with parents/stakeholders through digital sources such as email and social media	Technology Committee	Professional development inservice documentation	TSCs; Policy/statutes that regulate student information	October 2016	June 2017

Key Performance Indicators	**Direction of Change**	**Baseline 16-17**	**Target 17-18**	**Target 18-19**	**Target 19-20**
Percent of schools updating their school website at least monthly (PRINCIPALS REPORT – MONTHLY)	Increase	TBD	100%	100%	100%
Percent of schools updating their school Facebook page at least monthly (PRINCIPALS REPORT – MONTHLY)	Increase	TBD	100%	100%	100%
Percent of Stakeholder Surveys Returned indicating satisfaction with digital communication (SURVEY – JUNE)	Increase	TBD	100%	100%	100%

Goal 4: Suwannee County will ensure college, career, and life readiness for all students.

Focus 1: Opportunity

Strategy 1: Continue and strengthen options such as career academies, technical college dual enrollment options, and career/technical programs that meet the needs of all students.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Annual meeting to analyze data to evaluate and determine deletion, addition, and continuation of existing programs	AS-Instruction; CTE; Secondary Administration	Meeting documentation (agenda, minutes, sign in sheets)	Student requests; Placement data; Industry trends and workforce needs; Participation/ performance data (Industry Certification Exams)	August 2016	June 2020
Facilitate quarterly meetings to align CTE programs, courses, academies grades 6-12+	AS-Instruction; CTE; Secondary Administration	Meeting documentation (agenda, minutes, sign in sheets)	Master Schedule indicating courses offered and enrollment; CAPE and career-themed course registration	August 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline 15-16**	**Target 16-17**	**Target 17-18**	**Target 18-19**	**Target 19-20**
Number of CTE courses offered (FOCUS – JUNE)	Increase	TBD	TBD	TBD	TBD	TBD
Number of students participating in CTE Courses (FOCUS – JUNE)	Increase	TBD	TBD	TBD	TBD	TBD
Number of students successfully earning industry certifications (FOCUS – JUNE)	Increase	TBD	TBD	TBD	TBD	TBD

Goal 4: Suwannee County will ensure college, career, and life readiness for all students.

Focus 1: Opportunity
Strategy 2: Continue and strengthen options such as advanced placement (AP) and college dual enrollment (DE) which meet the needs of all students.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Plan for early identification of students to participate in AP and DE courses	AS-Instruction; Secondary Administration; Guidance	Plan	Assessment information	January 2017	March 2017
Increase the number of DE and/or AP courses at Suwannee High School and Branford High School	AS-Instruction; Secondary Administration	Master Schedule	Qualified educators	July 2016	June 2020
Increase the diversity of acceleration programs using strategies reported in the Annual Equity Report	Secondary Administration; Guidance	Master Schedule (enrollment and demographic report)	Equity Plan strategies	July 2016	June 2020
Increase participation in academic courses related to middle school acceleration (Algebra)	AS-Instruction; Secondary Administration; Math PLC Team; Guidance	Master Schedule	Assessment information; Registration tool	July 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline**	**Target**	**Target**	**Target**	**Target**
		15-16	**16-17**	**17-18**	**18-19**	**19-20**
Percent of successful students in Middle School Acceleration (DISTRICT GRADE)	Increase	65%	TBD	TBD	TBD	TBD
Percent of successful students in High School College and Career Acceleration (DISTRICT GRADE)	Increase	58%	TBD	TBD	TBD	TBD
Percent of students successfully completing AP and DE (PRINCIPALS REPORT – JUNE)	Increase	TBD	TBD	TBD	TBD	TBD

Goal 4: Suwannee County will ensure college, career, and life readiness for all students.

Focus 2: Exploration/Career and College Decision-Making

Strategy 1: Increase opportunities related to career and college planning that includes annual counseling and mentoring.

Action Items	Person(s) Responsible	Evidence	Resources Needed	Start Date	Target Completion Date
Increase awareness of district-wide programs offered by facilitating a semi-annual meeting of counselors, CTE teachers, and administration to take place in September and January	AS-Instruction; Student Services; CTE; Secondary Administration	Meeting documentation	Programi	September 2016	June 2020
Increase exposure to college and career opportunities by activities such as visits to local community and technical colleges or inviting speakers from industry into the classroom	Secondary Administration; Guidance	Field trip documentation; Resource speaker documentation	Chamber of Commerce; List for scheduling visits; Funds for field trips	June 2017	June 2020
Create and implement a comprehensive timeline for career and college planning that includes annual counseling and mentoring	AS-Instruction; CTE; Secondary Administration; Student Services	Timeline document	Information on current programs; MyCareerShines.org	January 2016	June 2017
Evaluate current mentoring programs and expand on opportunities for students to have a mentor in grades 6-12	AS-Instruction; Secondary Administration; Guidance	Documentation of current practices/programs; Plans for expansion of opportunities	Community based organizations; Faith based organizations	September 2016	June 2020

Key Performance Indicators	**Direction of Change**	**Baseline 16-17**	**Target 17-18**	**Target 18-19**	**Target 19-20**
Percent of students receiving annual career counseling (PRINCIPALS REPORT – QUARTERLY)	Increase	TBD	TBD	TBD	100%
Percent of 6-12 students with mentors (PRINCIPALS REPORT – JUNE)	Increase	TBD	TBD	TBD	100%
Percent of MS students who have started a career/college plan by 9th grade (PRINCIPALS REPORT – QUARTERLY)	Increase	TBD	TBD	TBD	100%
Percent of students planning to attend post-secondary training or college (STUDENT SURVEY – ANNUAL)	Increase	TBD	TBD	TBD	TBD

RIVEROAK
TECHNICAL COLLEGE

415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Walter Boatright, Jr., Principal, RIVEROAK Technical College

THRU: Vickie Music DePratter, Chief Financial Officer
Ted Roush, Assistant Superintendent of Administration

DATE: September 21, 2016

RE: Agenda Items for October 11, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract/agreement: REVISED/RENEWAL

#2017-76 Doctor's Memorial Hospital Inc. – Surgical Technology

BACKGROUND:

The above listed agreement will provide clinical observations and training for students enrolled in the Surgical Technology Program at RIVEROAK Technical College.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2016, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 Suwannee Hamilton Technical Center agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such

immunizations against communicable diseases as are require by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Jerry A. Scarborough
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
JULIE ULMER
DISTRICT 3
ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Elizabeth Simpson, Director of Student Services

THRU: Vickie DePratter, Chief Financial Officer
Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: September 27, 2016

RE: Agenda Item for October 11, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2016-2017 school year:

#2017-80	Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida	Renewal

BACKGROUND:

This agreement is a renewal and is necessary to facilitate therapeutic and preventive mental health services to students in need of such services in Suwannee County.

ES/ro

Cooperative Agreement
Between
Meridian Behavioral Healthcare, Inc.
and
The School Board of Suwannee County, Florida

THIS AGREEMENT is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Corporation, 4300 SW 13th Street, Gainesville, FL 32608 ("Center") and the School Board of Suwannee County, Florida, 702 Second Street NW; Live Oak, FL 32064, ("The School Board").

WHEREAS, the School Board desires to purchase certain therapeutic and preventive mental health services to its students who are in need of such services; and

WHEREAS, Meridian Behavioral Healthcare, Inc. has professionally trained psychiatrists, mental health counselors, and case managers available to provide such services;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the Parties agree as follows:

A. Particulars of this Agreement

1. Duration: This Agreement shall commence on July 1, 2016 and shall continue until June 30, 2017.

2. Renewability: This Agreement shall not be automatically renewable.

3. Modification: This Agreement may be modified only by separate written agreement appended hereto and signed by both parties.

4. Contract Managers: Contract Manager for Meridian Behavioral Healthcare, Inc. will be Richard V. Anderson, Senior Vice President of Special Programs/Business Development or his designee. Contract Manager for the School Board will be Elizabeth Simpson, Director of Exceptional Student Education, or her designee.

B. Responsibilities of the School Board

1. Determining Eligibility for Services: The School Board is responsible for determining eligibility for service referral.

2. Referral Process: The School board will refer eligible students through the principal or his/her designee and the ESE office in accordance with the criteria listed above.

The School Board/schools served will agree to designate personnel from each school such as the guidance counselor to be active with Meridian assigned school therapists and

Meridian Program Manager for processing referrals and to facilitate having school referred/Meridian involved students prepared, i.e. in an office area or other designated location, at agreed upon consecutive time slots, for school based clinical sessions.

The School Board understands for school referred/Meridian involved students to be served routinely by Meridian at the schools, the clinician will need to have enough referred students to justify the time and travel involved in getting to those schools. When the referral base is not sufficient, the school referred students will be seen at local Meridian offices instead of the respective school.

3. Liability and Protection of Health Information: School Board agrees to render full cooperation with the Center in recommending and referring students for counseling and/or consultation. Prior to any such counseling, the school involved shall obtain written permission from parents or guardians of any child to be counseled which, to the extent allowed by law, releases the School Board, the individual school, and the Center from any liability in connection with the treatment services. If the School Board is unable to obtain consent for treatment, or facilitate the Center's obtaining consent for treatment, services cannot be provided.

   Additionally, the School Board agrees to protect confidential health information in accordance with applicable law.

4. Office Space and Resources: The School Board agrees to furnish Center staff with appropriate workspace at those sites where services are provided. The space does not need to be continuously available, but does need to be suitable for therapy sessions and available when the therapist is on site. The School Board also agrees to provide a lockable file cabinet for use by Center personnel.

   As part of this agreement it is required that Meridian staff providing services on school premises have access to the internet for the purposes of connecting to Meridian's EMR (Electronic Medical Records) to document care and treatment of clients provided at Suwannee County location(s). Access required will be via secure VPN (Virtual Private Network) and can be delivered either by Ethernet (wired connection) or secure wireless.

C. Responsibilities of Meridian Behavioral Healthcare, Inc.

1. Staffing: The Center will provide appropriately qualified staff in sufficient numbers to meet the service demands of this Agreement. Staff will have sufficient education, training and experience to conduct the procedures described in the "Service and Rate Schedule" in Attachment A.

2. Record Keeping: The Center will keep individualized medical treatment records for all individuals served under this Agreement. Storage and release of treatment records shall comply with applicable State and Federal law. Records are the sole property of the Center.

3. Communication with School Personnel: Center staff will obtain parental consent to communicate freely with school personnel about the referred child's progress in treatment. This communication shall be subject to the limits and provisions outlined in the consent. Center staff will provide quarterly progress reports on each student served at the special day school under this agreement. Center staff will also maintain a weekly schedule log of services provided. Center staff will collaborate with school personnel to plan and implement IEPs and behavior plans for students served under this agreement.

4. Scheduling: Center staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.

5. Additional consultation: The Center will provide consultation and referral services, within the Center's resource limits, for those students not qualifying for services under this agreement.

6. Insurance: The Center shall be responsible for providing adequate liability and malpractice insurance for the activities described in the agreement. The Center will maintain a comprehensive policy of liability and malpractice insurance in the amount of $1,000,000 per claim plus $1,000,000 aggregate. Upon execution of this agreement, the Center shall provide a certificate of insurance for such activities to the School Board.

7. Level II Background Screening: Prior to any staff working with students at any District School, the staff will have a Level II background screening to ensure compliance with fingerprinting and background checks pursuant to Florida Statutes 231.02 and 101.465 as adopted by the 2005 Florida Legislature (commonly known as the Jessica Lunsford Act). Meridian Behavioral Healthcare, Inc. will work with the District to coordinate completion of this Level II screening. Written confirmation will be made to the Personnel Department of the Suwannee County School Board and Meridian Behavioral Healthcare, Inc. when individual(s) have received clearance. All fingerprinting and background screening expenses will be paid by Meridian Behavioral Healthcare, Inc. The Personnel Department of the Suwannee County School Board will be immediately notified when it is discovered that any employee who has contact with, or may have contact with students in the district either commits an act that would disqualify them from student contact, or has an item surface during the five (5) year re-screening that disqualifies them from working with students.

D. The Parties Jointly Agree

1. Periodic Meetings: Center staff and School Board personnel agree to meet periodically to evaluate the demand for services, caseload and billable units to determine appropriate staffing patterns for this agreement. The Parties also agree to meet, as needed, to develop or refine procedures related to referral processes.

2. Evaluation: Evaluation of the quality of services will be the joint responsibility of both Parties. The Center will assess quality of services through documentation auditing and peer review procedures, according to Center standards. Additionally, the Center will

seek input from school staff on a periodic basis, including the completion of annual satisfaction surveys. School staff will be responsible for assessing student's academic progress.

3. Non-discrimination Policy: The School Board and the Center agree that students will be counseled without regard to race, color, creed, national origin, age, sex, or economic status. Likewise, the Center shall not use discriminatory practices in the hiring of staff used to provide services under this agreement.

4. Independence and Mutual Indemnification: It is understood that employees of the Center are not agents or employees of the School Board, and employees of the School Board are not agents or employees of the Center. Neither party to this agreement assumes any liability for any acts or omissions of the other party or of the agents or employees of the other party. The Center agrees to indemnify, defend, and hold the School Board, its officers and employees, harmless from any and all liability of the School Board resulting from the Center's provision of services pursuant to this agreement.

5. Effective Date: This agreement will be effective following July 1, 2016 and upon its execution by both parties and will expire on June 30, 2017. Prior to its expiration, either party may terminate this agreement with or without cause, upon thirty (30) days' written notice to the other party.

6. Default and Remedy: In the event of the failure of either party to comply with any provision of this agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the default. After such fifteen (15) day period, and the notwithstanding the provisions of paragraph five (5) above, the non-defaulting party may immediately terminate this agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

7. Governing Law and Venue: This Agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Alachua County, in the court of appropriate jurisdiction.

8. Sovereign Immunity: Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

E. Additional Department of Education Compliance Requirements

1. Definitions: All references herein to the School Board, Board, District, Buyer, or SBSC shall mean the School Board of Suwannee County.

2. Contract: The contract resulting from acceptance of this agreement is to be governed by the laws of the State of Florida. This contract is non-assignable by the Contractor.

3. General: The Contractor agrees to protect, defend, and save harmless the SBSC against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form of any part of the materials or services covered by the order; and the Contractor agrees further to indemnify and save harmless the SBSC, its officers, agents and employees from suits or action of every nature and description brought against it for, or on account of any injuries, death, or damages received or sustained by any party or parties by, or from any of the acts of the Contractor, its employees or agents.

4. Warranty-Materials and Services: The Contractor expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples or other description, furnished or specified by the SBSC, and will be merchantable, of new material, of good workmanship, and free from defects, and fit and sufficient for the purposes intended. Services: Contractor will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials. If all or any part of the services is found by the SBSC to be defective (regardless of whether or not payment for such services has been made) for reasons attributable to Contractor, Contractor shall re-perform at its own expense that aspect of the services found to be defective.

5. Cancellation/Termination: The SBSC may cancel all or any part of this order if the Contractor does not make delivery as specified, or if Contractor defaults on any of the terms hereof. In the case of default, the SBSC may procure the articles or services covered by this order from other sources and hold the Contractor responsible for any excess occasioned thereby.

   The SBSC shall have the right to terminate this contract, or any services hereunder, for its convenience, including circumstances of SBSC loss or lack of funds, upon thirty (30) days advance written notice to the Contractor. The SBSC shall compensate the Contractor for services rendered through the date of termination. The SBSC shall not be obligated hereunder nor likewise liable to pay the Contractor any other costs, losses, damages, or expenses arising out of or related to the termination of this contract or any services performed hereunder.

6. Waiver: The waiver by the SBSC of any of the terms and conditions of this contract shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this contract/agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

7. Debarment or Suspension: The Contractor certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's *List of Parties Excluded from Federal Procurement and Non-Procurement Programs*). The Contractor or grantee further certifies that potential subrecipients, subcontractors, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause

52.209-6, Protecting the Government's Interest when Sub-Contracting with Contractors, Debarred, Suspended or Proposed for Debarment, is incorporated herein by reference and is applicable to orders greater than $30,000.

8. Public Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Contractor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($30,000) for a period of 36 months from the date of being placed on the convicted Bidder list.

9. Records Requirement: For contracts funded by federal funds, Contractor agrees to grant access by the SBSC, the Federal grantor agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor agrees to and shall ensure that all required records are retained for five years after final payments are made under this agreement and all other pending matters are closed.

10. Hold Harmless and Insurance: The Contractor acknowledges that in rendering the services provided herein, the Contractor (including its agents or employees providing services under this agreement) will be acting as an Independent Contractor, and not as an employee of the SBSC. The Contractor agrees to hold the SBSC harmless from any liability arising out of services rendered under this Purchase Service Agreement; and the Contractor agrees to maintain in force and effect, at all times during the existence of this contract, liability/malpractice insurance coverage to cover the contracted services. The Contractor will provide the SBSC with evidence of such coverage through a Certificate of Insurance naming the School Board of Suwannee County, Florida, as an additional insured under the policy and showing the School Board of Suwannee County, Florida, as the certificate holder with an address of 702 Second St. NW; Live Oak, FL 32064.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by the duly authorized individuals below.

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____ 8/4/2016
Margarita Labarta, Ph.D. Date
President/CEO
Meridian Behavioral Healthcare, Inc.

SCHOOL BOARD OF SUWANNEE COUNTY

By: _____
Elizabeth Simpson
Director of ESE Program Date

By: _____
Jerry A. Scarborough
Superintendent Date
Suwannee County Schools

_____
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ATTACHMENT A

SERVICE AND RATE SCHEDULE

Service Type:	**Individual Outpatient Services**
Description:	Includes individual therapy, clinical on-site and at-home services, family therapy, treatment planning, treatment plan reassessment, psychosocial evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, and individual psycho-educational interventions.
Rate of reimbursement:	$95 per hourly unit; rounded up to the nearest 10-minute increment; Example: 45 minutes is rounded to 50 minutes= 0.83 units=$78.85

Service Type:	**Group Outpatient Services**
Description:	Includes group therapy and group intervention (i.e., psycho-educational) services
Rate of reimbursement:	$20 per hourly unit; rounded up to the nearest 10-minute increment.

Service Type:	**Psychiatric Evaluation**
Description:	Comprehensive psychiatric evaluation
Rate of Reimbursement:	$240 per service event; typically a 1-hour visit

Service Type:	**Psychiatric Medication Follow-up**
Description:	Medication monitoring and follow-up
Rate of reimbursement:	$120 per service event; typically a brief visit

Service Type:	**Outreach**
Description:	Meridian will provide outreach services in the schools to engage students and staff so that appropriate referrals can be made for treatment and other services. Outreach activities will include being available at the schools, assisting school personnel with referral information and questions, participating in staff meetings and individual educational plan discussions.
Rate of reimbursement:	$43.20 per hour, rounded up to the nearest 10-minute increment.

BUSINESS ASSOCIATE AGREEMENT

To the extent that HIPPA governs the parties' relationship, this **BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is entered into, and effective as of July 1, 2016 (the "Effective Date") by and between Meridian Behavioral Healthcare, Inc. ("Meridian" or "Covered Entity") and School Board of Suwannee County ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); and (vii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services**. Meridian and Business Associate have entered into an agreement under which Business Associate will perform certain services for Meridian ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. **Permitted Uses and Disclosures**. Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum necessary requirements, and no more than the minimum PHI necessary to perform under the

Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4). Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Meridian or will cause Meridian harm.

3. **Safeguards for the Protection of PHI**. Business Associate shall conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity. Business Associate shall comply with the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended, and with the applicable provisions of the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended, to the extent Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule.

4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures**. If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent possible, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

5. **Data Breach Notification and Mitigation**. Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence

would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the same terms set forth herein. Business Associate shall terminate its business associate agreement with any subcontractor, agent or other representative if such subcontractor, agent or representative fails to abide by any material term of such agreement. Such business associate agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any HIPAA violations. Any Agreement with any subcontractor, agent or other representative shall specifically include all of the terms of Paragraph 2 of this Agreement.

7. **Individual Rights.** Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

7.1. Right of Access. Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the request of Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

7.2. Right of Amendment. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

7.3. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

7.4. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Meridian's or Business Associate's ethical responsibilities or any privileges which Business Associate or Meridian may have under Florida or Federal law. To the maximum extent permitted by law, Meridian hereby reserves and retains any and all privileges which Meridian may have under Florida or Federal law related to the confidentiality of all patient records of Meridian or any other privilege which Meridian may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Meridian retains the right to waive any privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Meridian determines to waive any privilege which it may have, Meridian shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

8. **Ownership of PHI**. Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of Meridian.

9. **Prohibition on Sale of PHI**. Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of Meridian.

10. **Inspection of Books and Records**. If Business Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy Standards or the Security Standards, then Business Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. If the Services Agreement is for legal services, then this section shall not be construed to require Business Associate to disclose or produce communications subject to the attorney-client, work-product, or other privileges or rights with respect to materials that analyze, evaluate or discuss the legal implication of PHI. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. **Term and Termination**.

11.1. Term. This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

11.2. Termination for Breach by Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement, all relevant Services Agreement(s) and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. Termination by Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall

provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement.. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. **Notices**. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by facsimile, provided the person that sent the notice can verify delivery. All notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12:

If to Meridian Behavioral Healthcare, Inc.:

4300 SW 13th Street

Gainesville, FL 32608

Attn: Margarita Labarta, Ph.D.
President/CEO

If to Business Associate: School Board of Suwannee County

702 Second Street NW

Live Oak, FL 32604

13. .**Miscellaneous**.

13.1. Survival. The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

13.2. State Law. In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of Meridian and federal security and privacy laws.

13.3. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

13.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.

Governing Law; Venue. This Agreement shall be governed by and construed in all respects by the laws of the State of Florida. The state court forum for any action

commenced under this Agreement shall be in the Circuit Court in and for the Eighth Judicial Circuit of Florida. In the event Federal Court jurisdiction is mandated by some state or federal law, then venue and jurisdiction shall be The United States District Court in the Northern District of Florida, Gainesville Division.

13.7 No Third Party Beneficiaries. Except as provided in Section 6, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

13.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

13.9 Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

13.10 Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

13.11 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

Chairperson, Suwannee County School Board

MERIDIAN BEHAVIORAL HEALTHCARE, INC.:

By: _____

Margarita Labarta, Ph.D.
(Print/Type Name of Person Signing)

Its: President/CEO

SCHOOL BOARD OF SUWANNEE COUNTY:

By: _____

Jerry A. Scarborough
(Print/Type Name of Person Signing)

Its: Superintendent of Schools

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
JULIE ULMER
DISTRICT 3
ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Elizabeth Simpson, Director of Student Services

THRU: Vickie DePratter, Chief Financial Officer
Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: September 27, 2016

RE: Agenda Item for October 11, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2016-2017 school year:

#2017-81 Contract with Independent Training for the Blind, Inc. Revised/Renewal

BACKGROUND:

The annual contract with Independent Training for the Blind, Inc. was approved by the Board on April 26, 2016. In the revised/renewal contract, the hourly rate has increased from $60 to $65, and the maximum number of hours has been changed from 10 to 20. The new rate and hours are effective as of September 1, 2016, as shown on page 3 of the contract.

ES/ro

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Independent Training for the Blind, Inc.** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and .

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence

specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on September 1, 2016 and ending June 30, 2017, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any

employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its

students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Jerry A. Scarborough, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
215 S. Monroe Street, Suite 702
Tallahassee, FL 32301

Contractor: Independent Training for the Blind, Inc.
Elizabeth Wilson
2652 S. Hannon Hill Drive
Tallahassee, FL 32309

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT C which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2016.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Ed daSilva, Chairman Date

_____ _____
Jerry A. Scarborough, Superintendent Date

CONTRACTOR

_____ _____
Witness Signature Elizabeth Wilson, President
Independent Training for the Blind, Inc.

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

1) Assure that services are in accordance with the IEP for each student.
2) Ensure that written evaluations and student records are the property of the SCSB.
3) Plan and prepare lessons and strategies, which support the students IEP as it relates to Orientation and Mobility.
4) Identify, select, and modify instructional materials to meet the needs of students.
5) Establish and maintain effective record keeping procedures (including but not limited to IEP), assuring access to records which are pertinent to this agreement.
6) Consults with diagnosticians, classroom teachers, students, and parents concerning appropriate evaluations, modifications as requested by the district.
7) Provide the district with monthly billing by the 15th of each month, for services rendered the preceding month. (Unless otherwise approved by Director of Student Services.)
8) Attached to the monthly billing will be individual logs for students with a breakdown of time allocated for planning, coordination of staff, instruction and travel clearly noted. All time billed will be signed by a SCSB employee at the point of service. Lesson plan activity notes will be provided for each face to face contact provided to the student.

Provide Instruction for:
Orientation and Mobility
Use of low vision devices
Listening skills
Concept development (especially for early childhood students)
Leisure and recreation skills
Social Skills
Self-advocacy

In the event that Contractor shall at any time be unable to provide the services under this contract, Independent Training for the Blind may employ a substitute to perform such services, another duly qualified person who will meet employment criteria of Suwannee County School Board. Independent Training for the Blind shall be responsible for compensation of individuals employed as substitutes.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 61-1455495

INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General Fund (9061) Vision Teacher – Professional & Technical Services

EXHIBIT B

FEE SCHEDULE

The Suwannee County School Board shall pay $65.00 per hour for services. Services shall include instruction, planning, and travel. This will be paid monthly upon receipt of billing. Services billed shall not exceed 20 hours per week. All hours billed will be documented by student name, activity as related to instruction, travel, and planning. All billed hours will be signed at the point of service by a SCSB employee.

EXHIBIT C

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).