SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
September 12, 2023

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contracts/agreements for the 2023-2024 school year: (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-59	Service Agreement between the Suwannee County School Board and North Florida College and Suwannee Consortium, providing North Florida College to act as fiscal agent for the SCSD's postsecondary Perkins Grant (*New*) **(pgs. 3-14)**
#2024-62	Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs (*Renewal/Revised*) **(pgs. 15-36)**
#2024-63	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Oasis of Hope Therapy, LLC to provide educational consulting services (*New*) **(pgs. 37-49)**
#2024-64	Administrative Services Agreement between United HealthCare Sevices, Inc. and the Suwannee County School Board for claims administration and administrative services through the United Healthcare Employee Health Benefits Plan (*New*) **(pgs. 50-80)**

2. The Superintendent recommends approval of the following curriculum item for the 2023-2024 school year:

   a. Suwannee County School District 2023-2024 Uniform Statewide Assessment Calendar **(pgs. 81-93)**

3. The Superintendent recommends approval of the following new forms:

#5100-104	Suwannee County School Board Mental Health Counseling Referral (*New*) **(pg. 94)**
#5100-105	Informed Parent Consent for SCSB Mental Health Services **(pgs. 95-96)** (*New*)
#5100-106	Suwannee County School Board Mental Health Services Intake Interview **(pg. 97)** (*New*)
#5200-072	Suwannee County School Board Authorization for Release and/or Request for Information (*New*) **(pgs. 98-107)**
#7200-142	Light Duty Assignment and Pay (*New*) **(pg. 108)**

Adjourn

SERVICE AGREEMENT FOR THE NORTH FLORIDA COLLEGE AND SUWANNEE COUNTY SCHOOL BOARD THROUGH RIVEROAK TECHNICAL COLLEGE 2023-2024

This Service Agreement is made September 12, 2023, between NORTH FLORIDA COLLEGE ("NFC"), 325 NW Turner Davis Drive, Madison, FL 32340, and Suwannee County School Board through RIVEROAK Technical College (SCSB), 1740 Ohio Avenue South, Live Oak, Florida 32064.

WHEREAS, the parties to this Service Agreement are members of the NFC and SCSB, with NFC serving as the fiscal agent;

WHEREAS, the Service Agreement is formed in order to implement the terms and conditions of the Florida Department of Education Carl D. Perkins Career and Technical Education Programs Grant Application-Section 132 to provide a broad range of Career and Technical Education (CTE) initiatives to include but are not limited to: CTE utilizing on-site training, interactive distance learning and on-line instruction, providing high-tech equipment and requisite training; providing support and technology to assist member technical education students in improving their reading and math skills; providing targeted staff development; and providing on-site technical assistance to member districts;

WHEREAS, each party to the Service Agreement agrees to enter into a Perkins V Postsecondary Career and Technical Education Consortium agreement for the mutual benefit of the RIVEROAK Technical College (RTC) and NFC students. It is understood that each entity will have full responsibility for their individual project. This will include planning, writing and full implementation of individual projects. NFC will retain a copy of all documentation submitted by SCSB for compliance and audit purposes. Within the consortium, an advisory council will be formed to guide CTE faculty and staff through the implementation of the Perkins plan addressing the following activities: Academic and Technical Activities, including the implementation of Career Clusters, Career Pathways, and Programs of Study. All aspects of the industry will be considered including the support of area professionals; the attainment and utilization of industry certification across the curriculum; program improvement, expansion and modernization; program size, scope and quality; inclusion of non-traditional students; articulation/postsecondary linkages; uses of technology; professional development; program evaluation; and support of students representing special populations. The consortium partners will meet on a quarterly basis alternating location to discuss the collaborative efforts and further program development.

WHEREAS, pursuant to requirements stated in the Florida Department of Education, Request for Application for Carl D. Perkins, Career and Technical Education, Postsecondary, Section 132 and Secondary, Section 131, the members of the Consortium have agreed to execute a formal agreement between the parties of the Consortium describing fiscal and other responsibilities of the members and of the Consortium. NFC will coordinate the timely submission of the total project to the Florida DOE, Division of Career and Adult Education and will serve as the grant recipient and fiscal agent for the Perkins V projects. SCSB will be responsible for providing the required expenditure back-up and program documentation to NFC in a timely manner. Both parties have detailed documentation requirements through this professional services contract;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Service Agreement, the parties agree:

1. Summary of Terms and Conditions

The term of this Service Agreement shall be for the fiscal year beginning on July 1, 2023 and ending on June 30, 2024 (budget period). NORTH FLORIDA COLLEGE shall serve as the fiscal agent. The total amount for each Service Agreement party will be due to

fiscal agent upon the completion and documented validation of services in accordance with the deliverables and dates specified below in Section 3: Deliverables, Performance Standards, and Documentation.

2. Scope of Work

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 allows consortia partners to develop, expand, and promote career pathways and programs of study to assist students to seamlessly transition from secondary to postsecondary education and into careers. Within the Service Agreement, each party will ensure that all programs of study are available to interested CTE students.

Articulation agreements between Suwannee County School Board and NFC are designed to give students who have participated in Tech Prep or other career/technical programs, courses, or career academies at the high school level the opportunity to apply skills acquired through those programs in partial fulfillment of a certificate and/or two-year degree program at NFC.

The Agreement will support tasks and services of mutual benefit to the continued curriculum alignment and fulfillment of articulation activities for NORTH FLORIDA COLLEGE and SUWANNEE COUNTY SCHOOL BOARD during the applicable budget period.

NORTH FLORIDA COLLEGE ($ Perkins Federal Funds)

Programs of Study

Registered Nursing A.S.
Licensed Practical Nurse
Emergency Medical Technician
Paramedic
Law Enforcement
Medical Billing/Coding
Business Administration AS
Medical Assisting

Accounting Technology AS
Patient Care Technician
Emergency Medical Services AS
Corrections
Criminal Justice Technology AS
Commercial Vehicle Driving
Early Childhood Professional Certificate
Engineering Technology AS

SUWANNEE COUNTY SCHOOL BOARD ($44,708 Perkins Federal Funds)

Programs of Study

Applied Cybersecurity
Automotive Collision Technology Technician
Automotive Service Technology 1
Automotive Service Technology 2
Brick and Block Masonry
Cosmetology
Electricity
Facials Specialty

Heating, Ventilation, Air-Conditioning/Refrigeration 1
Nails Specialty
Patient Care Technician
Pharmacy Technician
Practical Nursing
Professional Culinary Arts and Hospitality
Surgical Technology
Welding Technology
Welding Technology - Advanced

The scope of work is directly related to the secondary and postsecondary goals of Carl D. Perkins Career and Technical Education Act of 2006, §134: Local Plan for Career and Technical Education Programs and §135: Local Uses of Funds.

3. Deliverables, Performance Standards and Documentation

In order to be successful in the delivery of Career and Technical Education ("CTE"), Suwannee County School Board will need the following budgeted items:

Function	Object	Account Title & Narrative	FTE Position	Amount
5300	330	Travel - For CTE teachers and students and shall include student workshops, professional development, and student organization activities in state and out of state. All travel will be completed by the end of the program year, June 30, 2024. Trainings to include: Annual FACTE Conference, SkillsUSA Training and competition and curriculum framework revision meetings. All travel is 1) related to a CTSO that is an integral part of the curriculum and 2) part of a larger program to serve special populations or nontraditional students. State rate used for travel. •Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #1, #5, Part F (i) Priority #1, #2, #3, Part G (i) Priority #3, Part H (i) Priority #3 • Program Number(s): C400410, I463112, I460312, J400400, B070300, N100500, T401300, T400700, T400800, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 1B, 1C, 1F, 2A-2H, 4A, 4B, 6		$8,000

5300	390	Other Purchased Services - Includes publications to recruit for CTE programs and to promote non-traditional enrollments including radio, newsprint and catalogs and brochures; printing costs for career materials, internet access fees, safety inspections for culinary kitchen, recruit/print, and Welding American Welding Society (AWS) alignment services. • Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #1, #4, #5, Part G (i) Priority #1, Priority #4, Part H (i) Priority #1, #2 • Program Number(s): C400410, I463112, I460312, J400400, B070300, N100500, T401300, T400700, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 1D, 5B		$3,000
5300	510	Materials and Supplies - For all CTE programs listed below, to include sand paper, laminating film, safety goggles, welding gloves, medical supplies (needles, tubing, gloves), bulletin board paper, printer cartridges, and in-house printing of CTE materials. • Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #3, Part G (i) Priority #2 • Program Number(s): C400410, I463112, I460312, J400400, B070300, N100500, T401300, T400700, T400800, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 3, 4A, 4B, 5D, 5E		$10,000
5300	641	Capitalized Equipment - Welders (2 at $2,500.00 each) for Welding Technology Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #3, Part G (i) Priority #2 • Program Number(s): J400400 • Sec. 135: Requirement for the Uses of Funds: 3, 4A, 4B, 5D, 5E		$5,000

5300	642	Non-Capitalized Furniture Fixtures and Equipment to include small kitchen items such as pots, pans, mixers, blenders for culinary; hand and power tools for welding, electricity, automotive and masonry. No item will be over $1,000.00. • Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #3, Part G (i) Priority #2 • Program Number(s): C400410, I463112, I460312, J400400, B070300,N100500, T401300, T400700, T400800, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 2C, 3, 4A, 4B, 5D, 5E		$11,260
5300	730	Dues and Fees - For CTE teacher and student licensure and exam fees, Council on Occupational Education fees, institutional fees to professional or student organizations shall include FACTE and SkillsUSA. • Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #3, Part F (i) Priority #2, #3, Part G (i) Priority #2 • Program Number(s): C400410, I463112, I460312, J400400, B070300,N100500, T401300, T400700, T400800, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 1C, 1F, 2D, 3, 4A, 4B, 5D, 5E, 5F		$7,000
7200	790	Indirect Cost of 1.6%		$448

4. Inspection of Records

Consortium members, the Florida Department of Education, the State of Florida Division of Financial Services and the U.S. Department of Education, or their agents, may inspect all records related to this Service Agreement, to the extent authorized by law. Such records will be available in the NORTH FLORIDA COLLEGE Business Office and NORTH FLORIDA COLLEGE Grants Office. Access to a student's education records as defined by the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. s. 1232g and Federal regulations issued at 34. C.F.R. 99.1 et seq., will be permitted, subject to the requirements of FERPA, 34 C.F.R. § 99.30 and 99.31, and signed student consent language contained in the NORTH FLORIDA COLLEGE articulation agreements between NORTH FLORIDA COLLEGE and SUWANNEE COUNTY SCHOOL BOARD. All parties receiving access to student educational records must use and maintain them in accordance with FERPA, including any requirements with regards to disclosure and recordkeeping.

5. Remedies for Non-compliance/Non-performance of Services

In the event that the members of the Consortium do not fulfill the requirements set forth under Section 2: Scope of Work and Section 3: Deliverables, Performance Standards and Documentation without documentation of a reasonable and justifiable explanation, the Consortium members will return funds per unfulfilled item(s).

6. Sub-contracting/Sub-granting

This Service Agreement does not provide for sub-contracting or sub-granting.

7. Required Reports

SCSB will be responsible for providing the required program documentation for expenditures to NFC in a timely manner. SCSB must submit invoices to NFC.

8. Payment Terms

BI-ANNUAL TCSD invoices will be submitted by the following dates: 12/1/2023 and 6/30/2024 final invoice (close-out). All invoices should be directed to the NFC Grants Office, 325 NW Turner Davis Drive, Madison, FL, 32340.The last day for SCSB to incur expenses and issue purchase orders is 6/30/2024. The project and any amendments are subject to the procedures outlined in the FLDOE *Green Book* and the General Assurances for participation in federal and state programs.

9. Recordkeeping

NORTH FLORIDA COLLEGE Business Office and NORTH FLORIDA COLLEGE Grants Office will maintain both financial and programmatic records related to the performance of this Agreement. The Florida Department of Education, the State Division of Financial Services, the U.S. Department of Education, and the Florida Auditor General, or their agents, will have access to such records upon request, subject to the provisions in Section 4 "Inspection of Records" of this Agreement, Records will be maintained for five years from the last day of the program or longer as may be required by law if there is an ongoing investigation or audit.

10. Cost Accounting

NORTH FLORIDA COLLEGE has an adequate cost accounting system and will serve as fiscal agent for the NFC and SUWANNEE Consortium. The NORTH FLORIDA COLLEGE Business Office will provide fiscal oversight of the Consortium funds.

11. Non-Expendable Property

Funds provided through this Service Agreement will not be used to acquire non-expendable property as described in the Florida Department of Education Request for Application for the Carl D. Perkins, Career and Technical Education, Postsecondary, Section 132 and Secondary, Section 131.

12. Return of Unused Funds

In the event there are unused funds for this Service Agreement at the close of the grant year, the fiscal agent will return the unused funds to the members of the Consortium. Each member of the Consortium is responsible for returning its portion of unused funds to the Florida Department of Education.

13. Costs

In accordance with the United States Office of Management and Budget (OMB) 2 CFR Chapter I, and Chapter II, Part 200, all costs associated with this Agreement are reasonable, allowable, allocable, and documented, and required repayment for all disallowed costs.

14. Audits

Audits pursuant to this Agreement shall be governed as provided in "Audit Requirements," attached hereto and incorporated herein as Attachment One with Exhibit One.

15. Monitoring Process

In accordance with the Carl D. Perkins Career and Technical Act of 2006, the Consortium will comply with program and fiscal requirements related to the monitoring process according to applicable federal and state laws and regulations specified by: Education Department General Administrative Regulations (EDGAR), Office of Management and Budget (OMB) Circulars, and Florida Department of Financial Services *Reference Guide for State Expenditures* and guidelines published in the Florida Department of Education's *Green Book*.

16. Gramm-Leach-Bliley Act

The parties to this Service Agreement will comply with the Gramm-Leach-Bliley Act, as applicable, and will implement and maintain appropriate safeguards for any customer or student information that comes into their possession as a result of their relationship with NFC as described in this Agreement.

17. Non Assignment

This Agreement and its responsibilities or interest shall not be assigned to another party without the prior written consent of the other parties.

18. Termination

This Agreement may be terminated if any member of the Consortium fails to perform its duties or responsibilities under this Agreement in accordance with the conditions for a Consortium as described in the Carl D. Perkins Career and Technical Education Act of 2006 Implementation Guide (2016-2017 Edition) Florida Department of Education.

Mr. Ted Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue S, Live Oak, FL 32064
Phone: (386) 647-4605 Email: ted.roush@suwannee.k12.fl.us

Date

Mr. Jerry Taylor, Board Chairman
Suwannee County School Board
1740 Ohio Avenue S, Live Oak, FL 32064

Date

Mr. Ricky Lyons, Board of Trustees Chairman
North Florida College
325 NW Turner Davis Drive, Madison, FL 32340

Date

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

ATTACHMENT ONE
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Education ("Department") to the NFC and SCSB ("Recipient") may be subject to audits and/or monitoring by the Department, as described by this section.

MONITORING

In addition to reviews of audits conducted in accordance with the 2 CFR Chapter 1, and Chapter II, Parts 200.500-200.507 (heretofore referred to as the "Uniform Guidance") and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by the Uniform Guidance Subpart F and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

1. In the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of the Uniform Guidance Subpart F. EXIBIT 1 to Attachment One of this Service Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by the Uniform Guidance Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of the Uniform Guidance Subpart F will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part 1, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in the Uniform Guidance Subpart F.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of the Uniform Guidance Subpart F is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Uniform Guidance Subpart F the cost of the audit must be paid from non-Federal resources (i.e. the cost of such as audit must be paid from Recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is not applicable to this Agreement.

PART III: OTHER AUDIT REQUIREMENTS

No additional audit requirements have been imposed.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with the Uniform Guidance Subpart F and required by PART I of this Attachment One to the Service Agreement shall be submitted, when required by the Uniform Guidance Subpart F, by or on behalf of the Recipient directly to each of the following:

   A. The Department of Education, upon request, at an address that will be provided by the Department in such an event.

   B. The Federal Audit Clearinghouse designated in the Uniform Guidance (the number of copies required by the Uniform Guidance Subpart F should be submitted to the Federal Audit Clearinghouse), at the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with the Uniform Guidance.

2. In the event that a copy of the reporting package for an audit required by PART I of this Attachment One to this Service Agreement and conducted in accordance with the Uniform Guidance Subpart F is not required to be submitted to the Department for reasons pursuant to the Uniform Guidance Subpart F, the Recipient shall submit, upon request by the Department, the required written notification pursuant to the Uniform Guidance Subpart F and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to the Department at an address which will be provided by the Department in such an event.

3. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Attachment One to this Service Agreement shall be submitted timely in accordance with the Uniform Guidance Subpart F, Florida statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with the Uniform Guidance Subpart F or Chapters 10.550 (local government entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should indicate the date that the report package was delivered to the Recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Attachment One to this Service Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT – 1
To Attachment One of the Service Agreement

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS SERVICE AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program: U.S. Department of Education, Carl D. Perkins, Career and Technical Education Secondary and Postsecondary Programs, Sections 131 and 132, CFDA #84.048 –

NORTH FLORIDA COLLEGE
SUWANNEE COUNTY SCHOOL BOARD

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program: U.S. Department of Education, Carl D. Perkins, Career and Technical Education Secondary and Postsecondary Programs, Sections 131 and 132.

The purpose of this federal award program is to develop more fully the academic and career and technical skills of secondary and postsecondary students who elect to enroll in career and technical education programs.

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
EAST COAST TECHNICAL ASSISTANCE CENTER
AND
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, (hereinafter called School Board), O/B/O East Coast Technical Assistance Center located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and The School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1740 Ohio Avenue S., Live Oak, Florida 32064.

WHEREAS, the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the Member District wishes to enter into an agreement with the School Board, for support and technical assistance regarding its Title I and other ESEA programs.

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

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2024. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.

2. Payment. The Member District agrees to pay to the School Board, the amount of $9,680 for services provided under this Agreement. The School Board, shall submit an invoice and the Member District shall remit payment within forty-five (45) days of the invoice date.

3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the Member District. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.

4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, the School Board, shall immediately cease providing services as described in paragraph 3 above, and the Member District shall be entitled to a pro rata refund of funds paid in advance for the 2023-2024 school year, pursuant to paragraph 2 above.

5. Background Screening. The Parties agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by each party in advance of its personnel providing any services under the conditions described in the previous sentence. Each party shall bear its own cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to its personnel. The Parties acknowledge that Florida Statutes allow for an exception to mandatory background screening requirements where staff, employees, and/or agents which are permitted access on school grounds when students are present, or which have any direct contact with students, remain at all times within line-of-sight supervision by school personnel. The Parties agree that the failure to perform any of the duties described in this section shall constitute a material breach of this Agreement.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:	Serita D. Beamon, Superintendent The School Board of Seminole County, Florida 400 E. Lake Mary Blvd Sanford, FL 32773-7127
With a copy to:	Dr. Maria J. Longa, Director East Coast Technical Assistance Center 400 E. Lake Mary Blvd. Sanford, FL 32773-7127
If to Member District:	Ted L. Roush, Superintendent The School Board of Suwannee County, Florida 1740 Ohio Avenue S. Live Oak, FL 32064

With a copy to:

Kecia Robinson, Coordinator
School Improvement/Title I
1740 Ohio Avenue S.
Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the Member District has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School Board, for purposes related to the School Board, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or agreement under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. The School Board and Member District agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) The School Board and Member District shall keep and maintain public records required by the other party to perform the service.

(b) The School Board and Member District shall upon request from the other party's custodian of public records, provide the requesting party 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) The School Board and Member District shall ensure that public records that are exempt or that are confidential and exempt from the 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 records are not transferred to the other party; and

(d) Upon completion of the contract and at the request of either party, the School Board and Member District shall transfer to the other party, at no cost, all public records in possession of the other party or keep and maintain the public records as required by law. All records stored electronically must be provided to the requesting party, in a format that is compatible with the information technology systems of the requesting party.

The parties agree that if either party fails to comply with a public records request, then the other party may enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT 407-320-0466, CAROLYN_BEDSOLE@SCPS.K12.FL.US, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.

IF THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MEMBER DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANANAGER AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, SUWANNEE COUNTY SCHOOL DISTRICT, 1740 OHIO AVE. S, LIVE OAK 32064.

15. Student Records. Although no student education records are anticipated to be disclosed pursuant to this Agreement, should either party come into contact with the other's education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

16. Employee Records. Although no confidential medical or employee records are anticipated to be disclosed pursuant to this Agreement, should either party come into contact with the other's employee or medical records during the course of contracted responsibilities, these records may not be disclosed except in compliance with applicable federal and state laws or regulations.

17. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law.

18. Equal Opportunity and Affirmative Action. The parties affirm that they are each equal opportunity and affirmative action employers and shall each comply with all applicable federal, state, and local laws and regulations pertaining thereto.

19. Unauthorized Alien Labor. The parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens and should such violation occur shall be cause for termination of the Agreement. The parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement the requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The parties shall receive and retain an affidavit from the subcontractor stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A party's knowing failure to comply with this subsection may result in termination of the Agreement.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a "PDF" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof.

21. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Member District.

22. Required Instruction. In an effort to assure compliance with Florida Law, The School Board hereby agrees that the services provide under this Agreement will not include the teaching and/or training of content either in writing, verbally, or electronically that violates Florida Statute 1003.42(2) and Florida State Department of Education Rule 6A 1.094124. The teaching of and/or training of said content to teachers and/or students is prohibited, and any violation of the Statute or Rule shall be rounds for immediate termination of the Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

~~~ SIGNATURES FOLLOW ~~~
~~~

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA:

By: _____
Kristine Kraus, Chairman

Date Approved: _____

ATTEST:

By: _____
Serita D. Beamon, Superintendent

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

EXHIBIT A
ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
    a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statute.
    b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
    c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
    d. effectively utilizing Title I resources, and other resources in the school improvement process.
    e. the implementation of effective instructional strategies and evidence-based best practices.
    f. building capacity for the effective engagement of families in the education of their children.
    g. identifying and recognizing high performing/high poverty schools for the purpose of networking and sharing effective practices across the state.
    h. accessing other collaborative service providers, such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEPA), National Association of Federal Education Program Administrators (NAFEPA), as well as other offices and organizations.
    i. advocating for the needs of the Local Educational Agencies (LEAs).
    j. other areas as necessary.

2. providing member meetings including professional development at least three (3) times per year. Services will be provided virtually if face-to-face meetings are not possible.

3. partnering with FASFEPA to provide two (2) forums per year.

EXHIBIT B
OPERATING PROCEDURES

The name of the Center is the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

Purpose:

The purpose of ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

Members:

Membership in ECTAC is open to school districts in Florida.

Advisory Board:

An Advisory Board guides the proper development, approval, and execution of the operation of ECTAC.

Advisory Board Members:

The Advisory Board is composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

Election and Term of Advisory Board Members:

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to

make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members constitutes a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An advisory board meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings are available upon request.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC Member District.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to Member Districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC Member Districts.

Agreement:

An agreement for ECTAC services will be executed annually with ECTAC Member Districts. The agreement will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC staff will represent ECTAC Member Districts in state and national organizations, committees, and meetings as appropriate.

INFO ONLY

SCPS Agreement Number: SA-2324-48-KR

Approval Date: April 4, 2023

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
EAST COAST TECHNICAL ASSISTANCE CENTER
AND
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, (hereinafter called School Board), O/B/O East Coast Technical Assistance Center located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and The School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1740 Ohio Avenue S., Live Oak, Florida 32064.

WHEREAS, the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the Member District wishes to enter into an agreement with the School Board, for support and technical assistance regarding its Title I and other ESEA programs.

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

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2024. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.

2. Payment. The Member District agrees to pay to the School Board, the amount of $9,680 for services provided under this Agreement. The School Board, shall submit an invoice and the Member District shall remit payment within forty-five (45) days of the invoice date.

3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the Member District. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.

4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, the School Board, shall immediately cease providing services as described in paragraph 3 above, and the Member District shall be entitled to a pro rata refund of funds paid in advance for the 2023-2024 school year, pursuant to paragraph 2 above.

5. Background Screening. The Parties agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by each party in advance of its personnel providing any services under the conditions described in the previous sentence. Each party shall bear its own cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to its personnel. The Parties acknowledge that Florida Statutes allow for an exception to mandatory background screening requirements where staff, employees, and/or agents which are permitted access on school grounds when students are present, or which have any direct contact with students, remain at all times within line-of-sight supervision by school personnel. The Parties agree that the failure to perform any of the duties described in this section shall constitute a material breach of this Agreement.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:	Serita D. Beamon, Superintendent The School Board of Seminole County, Florida 400 E. Lake Mary Blvd Sanford, FL 32773-7127
With a copy to:	Dr. Maria J. Longa, Director East Coast Technical Assistance Center 400 E. Lake Mary Blvd. Sanford, FL 32773-7127
If to Member District:	Ted L. Roush, Superintendent The School Board of Suwannee County, Florida 1740 Ohio Avenue S. Live Oak, FL 32064

INFO ONLY

With a copy to:

Kecia Robinson, Coordinator
School Improvement/Title I
1740 Ohio Avenue S.
Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the Member District has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School Board, for purposes related to the School Board, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or agreement under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

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(b) The School Board and Member District shall upon request from the other party's custodian of public records, provide the requesting party 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) The School Board and Member District shall ensure that public records that are exempt or that are confidential and exempt from the 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 records are not transferred to the other party; and

(d) Upon completion of the contract and at the request of either party, the School Board and Member District shall transfer to the other party, at no cost, all public records in possession of the other party or keep and maintain the public records as required by law. All records stored electronically must be provided to the requesting party, in a format that is compatible with the information technology systems of the requesting party.

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INFO ONLY

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

~~~ SIGNATURES FOLLOW ~~~
~~~

INFO ONLY

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA:

By: _____
Kristine Kraus, Chairman

Date Approved: _____

ATTEST:

By: _____
Serita D. Beamon, Superintendent

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA:

By: _____

Print Name: Jerry Taylor

Title: Board Chairman

Date: _____

ATTEST:

By: _____

Print Name: Ted L. Roush

Title: Superintendent of Schools

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ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
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    e. the implementation of effective instructional strategies and evidence-based best practices.
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    g. identifying and recognizing high performing/high poverty schools for the purpose of networking and sharing effective practices across the state.
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EXHIBIT B

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Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to

make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members constitutes a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An advisory board meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings are available upon request.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC Member District.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to Member Districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC Member Districts.

Agreement:

An agreement for ECTAC services will be executed annually with ECTAC Member Districts. The agreement will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC staff will represent ECTAC Member Districts in state and national organizations, committees, and meetings as appropriate.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the Suwannee County School Board ("SCSB"), and **Oasis of Hope Therapy, LLC** ("Individual"), (hereinafter "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 12, 2023, and ending June 30, 2024, 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, 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.

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. 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. Documents/records in any form shall be open to the District's representative and may include but are not

limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

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 related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. DEBARMENT & SUSPENSION

Contractor certifies that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation 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 l(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 SUWANNEE COUNTY SCHOOL BOARD'S 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, 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, the other contracting entity or person shall pay 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 deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: Ted L. Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Oasis of Hope Therapy, LLC
260 S Marion Avenue, Suite 135
Lake City, FL 32025

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 see EXHIBIT C which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

24. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

25. NO DISSEMINATION OF CONFIDENTIAL DATA

No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop-dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 12th day of September, 2023.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____

Jerry Taylor, Chairperson Date

_____ _____

Ted L. Roush, Superintendent of Schools Date

CONTRACTOR

_____ _____

Witness Signature Signature of Person or Authorized Representative of Oasis of Hope Therapy, LLC

_____ _____

Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

- Biopsychosocial assessment
- Individual Therapy
- Group Therapy
- Mentoring
- Consultation
- Clinical Supervision (LCSW)
- Staff Education and Support

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 87-2803647

INDIVIDUAL SOCIAL SECURITY NUMBER: _____

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Mental Health Allocation

EXHIBIT B

FEE SCHEDULE

A. Mental Health Services provided to school approved clients will be paid at a rate of:
   1. $120 per individual session or biopsychosocial assessment for direct client care.
   2. $40 per hour, per client participating in group therapy session.

B. Consultation services will be provided at a rate of $50 per provider per half-hour for interactions not including the client. To include availability for:
   1. Consideration for complex referrals.
   2. IEP or ESE meetings.
   3. Behavioral concerns requiring staff support or training.
   4. Safety planning not including a client present in the room.
   5. Faculty and Staff trainings.
   6. Other requested consultation request made known through school personnel.

C. Urgent needs will be assessed at rate of $50 per half hour with a 2 hour minimum per occurrence ($200) for the urgent assessment for suicide or other risky behaviors.

D. Mentoring services will be available at:
   1. $75 per individual mentoring interaction
   2. $30 per client / per hour for group mentoring interactions

E. Clinical supervision will be offered to Mental Health professionals employed at the school for $140 per supervision hour. (Currently available for Registered Clinical Social Work Intern – upon separate written agreement and interview)

F. Provider will make efforts to bill insurance providers and will not bill the school for services paid through other means.
   1. The school will not be billed for clients who are expected to be paid through other means (such as Medicaid based insurance) but the interaction will be included on monthly invoices with a $0 amount for tracking purposes.
   2. If a client's insurance does not pay for unforeseen reasons, verbal approval with email confirmation will be sought before billing the school for the client's sessions.
   3. If an insurance plan pays for any service that has already been paid by the School, Provider agrees to reimburse any money paid by the school on the following invoice.
   4. If a client's family is unable to pay co-pay or co-insurance related to their insurance provider, approval will be discussed with school personnel to cover their co-pays and include in the invoice.

G. Billing for services will occur at least monthly or more often depending on volume.

H. Payments made to the Provider will be issued at the school's earliest convenience, not more than 20 business days following invoice submission.

EXHIBIT C

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United") and Suwannee County School Board ("Customer") is effective as of May 1, 2023 ("Effective Date"). This Agreement governs the claims administration and related administrative services United is providing to Customer, either directly or through one of United's affiliates (the "Services"). United and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer has established an employee health benefit plan for Participants,

WHEREAS, pursuant to the Plan, Customer desires to make available to its Participants one or more Services offered by United, as specified in this Agreement and in the Exhibits attached hereto, and

WHEREAS, United desires to provide the specified Services to Customer.

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the Parties hereby enter into this Agreement, which sets forth the terms and conditions under which United agrees to render the Services, and under which Customer hereby agrees to receive and compensate United for such Services.

Terms and Conditions

Section 1 Definitions

The following terms have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, Fees, and other Customer financial obligations.

Confidential Information: Information disclosed or made available by a Party in connection with this Agreement, including without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements, and any similar commercial information, and (b) data, information, statistics, trade secrets, and any information about business, costs, operations, techniques, know-how, or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing, or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports, and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Parties, (b) information either obtained from a third party or already in a receiving Party's possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Confidential Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

Employee: A current or former employee of Customer or its affiliated employer.

ERISA: Employee Retirement Income Security Act of 1974, as amended from time to time.

Fee: Any fee or other compensation Customer pays to United for Services provided under this Agreement.

Law: Any applicable federal, state or local statute, law, rule, regulation, code, or ordinance of a governmental entity that regulates a Party's activities or operations.

Medical Benefit Drug Rebate: Any discount, price concession, or other direct or indirect remuneration United receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's medical benefit during the Term. Medical Benefit Drug Rebate does not include any discount, price concession, administration fees, or other direct or indirect remuneration United receives from a drug manufacturer for direct purchase of a prescription drug.

Network: The group of Network Providers United makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Provider: Physician, medical professional, or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent of Employee who is covered by the Plan.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the self-funded health benefits for which United is providing Services, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator, as defined by ERISA or other applicable Law, who is generally responsible for the Plan's operation.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: The systems United owns and makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or Taxes: A charge imposed, assessed, or levied by any federal, state, local, or other governmental entity.

Section 2 Exhibits

Each Exhibit attached hereto, whether on the Effective Date or after, is hereby incorporated into this Agreement. The Terms and Conditions of this Agreement apply to all Exhibits attached hereto except to the extent specifically noted otherwise.

Section 3 Term of this Agreement

This Agreement is effective for a period of 12 months commencing on the Effective Date (the "Initial Term"). This Agreement will automatically renew for additional 12 month periods (each, a "Renewal Term") until this Agreement is terminated pursuant to the terms herein.

Section 4 Fees

Section 4.1 Payment of Fees. Customer shall pay United all Fees set forth in each active Exhibit hereto.

Section 4.2 Additional Services and Fees. Customer may request that United provide Services in addition to those set forth in this Agreement and if United agrees to provide such Services, an additional Fee may be charged.

Section 4.3 Reasonableness of Fees. Customer hereby acknowledges that the Fees paid for Services provided under this Agreement are reasonable.

Section 5 United Service Responsibilities

United shall provide Services to Customer set forth in each active Exhibit attached hereto including but not limited to the Parties' obligations with respect to privacy of information under this Agreement set forth in Exhibit B - Business Associate Agreement and United's obligations with respect to security of information under this Agreement set forth in Exhibit C - Security.

Section 6 Customer Responsibilities

Section 6.1 Responsibility for the Plan. United is not the Plan Administrator of the Plan. Any references in this Agreement to United "administering the Plan" are descriptive only and do not confer upon United any responsibilities or duties beyond the claim administration duties set forth herein. Customer is responsible for the Plan, including its benefit design, the legal sufficiency and distribution of Plan documents, and compliance with any laws that apply to Customer or the Plan, whether Customer is the Plan Administrator or Customer designates another party as the Plan Administrator. The Customer agrees that the Plan has the authority to pay from Plan assets all Fees due under this Agreement.

Section 6.2 Plan Consistent with this Agreement. Customer agrees that Plan documents, including the Summary Plan Description and/or the summary of Plan benefits and exclusions are consistent with this Agreement. Before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer shall provide United with such communications which refer to United or its Services. Customer shall amend them if United reasonably determines that references to United are not accurate, or any Plan provision is not consistent with this Agreement or the Services United is providing.

Section 6.3 Plan Changes. Customer shall provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the Services United provides under this Agreement. Customer's requested changes must be mutually agreed to in writing prior to implementation of such change.

United shall notify Customer if United will not implement or administer the change. Upon such notification (a) United shall have no obligation to implement or administer the change, and (b) Customer may terminate this Agreement upon 90 days written notice.

Section 6.4 Information Customer Provides to United. Customer shall provide United in a timely manner all information that United requires to provide Services under this Agreement. United may rely upon any written or oral communication from Customer, its designated employees, agents, or authorized representatives.

Customer shall, in an accurate and timely manner, provide United with eligibility information as to which Employees and their dependents are Participants. Customer shall notify United of any change to this information as soon as reasonably possible.

United may rely on the most current information in United's possession regarding eligibility of Participants in paying Plan benefits and providing other Services under this Agreement. In the event of an eligibility issue United will not be required to process or reprocess claims, but if United agrees to do so additional Fees may apply.

Section 6.5 Notices to Participants. Customer shall give Participants the information and documents they need to obtain benefits under the Plan before coverage begins. In the event this Agreement is terminated, Customer shall notify all Participants that the Services United is providing under this Agreement are discontinued.

Section 6.6 Affiliated Employers. Customer agrees that together Customer and any of its affiliates covered under the Plan make up a single "controlled group" as defined by ERISA (if applicable) and/or the United States Internal Revenue Code of 1986. Customer agrees to provide United (a) notice anytime it acquires, divests, or merges with another entity, and (b) with a list of Customer affiliates covered under the Plan upon request.

Section 6.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 6.8 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan, or on United in its capacity as the claims administrator of the Plan, whether or not remitted by United, including the funding, remittance, and determination of amounts due under The Patient Protection and Affordable Care Act of 2010.

Section 7 Records and Information

Section 7.1 Records. United shall keep records relating to the Services it provides under this Agreement for as long as United is required to do so by Law.

Section 7.2 Use of Confidential Information. Neither Party will disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) United may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide Services under this Agreement, (ii) Customer will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by Law, (iii) Customer may only use United's Confidential Information for Plan administration purposes, and (iv) before United's Confidential Information can be disclosed, United may require a mutually agreed upon confidentiality agreement consistent with Law.

Neither party may sell, license, or grant any other rights to the other Party's Confidential Information.

If a Party is requested or required to disclose Confidential Information by subpoena, legal process, or Law, including public records acts, such Party shall (to the extent permitted by Law) provide the other Party with immediate written notice of that request or requirement. Such Party shall reasonably cooperate in any efforts by the other Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of that disclosure request or requirement. If a protective order or other remedy is not obtained, such Party shall furnish only that portion of the Confidential Information that is legally required.

If Customer requests that United provide information about the Plan that is in United's possession after the Agreement terminates and any applicable run out period has expired, then United may, in its discretion, provide such information subject to a Fee.

Section 8 Indemnification

Section 8.1 Indemnification of United. Customer shall indemnify United for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments, and expenses United incurs, including reasonable attorneys' fees and costs, to the extent arising out of one of more of the following: (i) Customer's breach of this Agreement; (ii) Customer's design and operation of the Plan and claims brought against United as the claims administrator; and (iii) a breach by a third party of any agreements United enters into with third parties on Customer's request.

Section 8.2 Indemnification of Customer. United shall indemnify Customer for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments, and expenses Customer incurs, including reasonable attorneys' fees and costs, to the extent arising out of one or both of the following: (i) United's breach of this Agreement; and (ii) a breach by a third party of any agreements United enters into with third parties to perform Services under this Agreement.

Customer remains responsible for payment of all benefits and United does not indemnify Customer or the Plan for any claims, losses, liabilities, penalties, fines, costs, damages, judgments, or expenses that constitute payment of Plan benefits or other Plan expenses and fees.

Section 9 Dispute Resolution

In the event of any dispute, claim, or controversy of any kind or nature between the Parties arising out of this Agreement or the Services ("Dispute"), a Party may provide written notification of the Dispute to the other Party. After such notice, a representative from each Party shall meet in person or telephonically and make a good faith effort to resolve the Dispute. If the Dispute is not resolved within 30 days after the Parties first meet to discuss it, and either Party wishes to pursue the Dispute further, that Party will refer the Dispute to binding arbitration.

Any Dispute that has not been resolved pursuant to the above may be submitted to binding arbitration. Either Party may initiate arbitration by filing a claim with the American Arbitration Association ("AAA") in accordance with the then-current Commercial Arbitration Rules of the AAA ("Arbitration Rules"). The arbitration will be conducted in accordance with the Arbitration Rules. In no event may the arbitration be initiated more than one year after the date a Party first gave written notification of the Dispute to the other Party. The Parties will treat the Dispute, the existence of the arbitration, and the outcome of the arbitration as confidential. Each Party hereby waives any right to a class action arbitration.

Any arbitration proceeding will be conducted in Suwannee County, Florida. Any arbitrator may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. No arbitrator has the authority to award punitive, exemplary, indirect, or special damages.

Nothing in this Section 9 will be interpreted to limit, waive, or nullify any other rights under this Agreement.

Section 10 Termination

Section 10.1 End of Services. United's provision of Services under this Agreement ends on the date this Agreement terminates, regardless of the date that claims are incurred. Notwithstanding the forgoing, United shall provide the run-out Services set forth in an active Exhibit attached hereto after the termination of the Agreement. The Parties agree that these Terms and Condition will continue to apply to the run-out Services.

Section 10.2 Termination Events. This Agreement will terminate under the following circumstances:

(1) The Plan terminates,

(2) Both Parties agree in writing to terminate this Agreement,

(3) After the Initial Term, either Party gives the other Party at least 30 days prior written notice,

(4) United gives Customer notice of termination because Customer did not pay the Fees or other amounts Customer owed United when due under the terms of this Agreement,

(5) United gives Customer notice of termination because Customer failed to provide the required funds for payment of benefits under the terms of this Agreement,

(6) Either Party is in material breach of this Agreement, other than by non-payment or late payment of Fees owed by Customer or the funding of Plan benefits, and does not correct the breach within 30 days after being notified in writing by the other Party,

(7) United gives Customer notice of termination in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, or

(8) As otherwise specified in this Agreement.

Section 10.3 Survivability. Sections 7, 8, 9, 10.3, 11.3, 11.8, 11.10, 11.11, 11.13 and 11.14 will survive the termination of this Agreement and any provision of an Exhibit which by its nature would continue beyond the termination of this Agreement will also survive.

Section 11 Miscellaneous

Section 11.1 Subcontractors. United may use its affiliates or subcontractors to perform United's Services under this Agreement. United will be responsible for those Services to the same extent that United would have been had it performed those Services without the use of an affiliate or subcontractor.

Section 11.2 Assignment. Except as provided in this paragraph, neither Party may assign this Agreement or any rights or obligations under this Agreement to anyone without the other Party's written consent. Any purported assignments in violation of this Section 11.2 will be void. Notwithstanding the foregoing, United may assign this Agreement to United's affiliates, or a purchaser of all or substantially all of United's assets, and United will provide notice to Customer of the assignment.

Section 11.3 Governing Law. This Agreement is governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws, rules, or principles thereof.

Section 11.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement replaces and supersedes any prior written or oral agreements between the Parties relating to the subject matter hereof.

Section 11.5 Amendment. Except as may otherwise be specified in this Agreement, this Agreement may be amended only by both Parties agreeing to the amendment in writing. Notwithstanding the foregoing, this Agreement is

automatically amended upon United's memorialization of the Parties revision of the financial terms under this Agreement.

Section 11.6 No Waiver. A failure of either Party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of such provision of this Agreement.

Section 11.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and shall be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 11.8 Use of Name. The Parties agree not to use each other's name, logo, service marks, trademarks, or other identifying information without the written permission of the other, except that Customer grants United permission to use Customer's name, logo, service marks, trademarks, or other identifying information for United to carry out its obligations under this Agreement.

Section 11.9 Compliance with Laws and Regulations. The Parties agree to comply with all applicable federal, state, and other laws and regulations in its performance under this Agreement.

Section 11.10 No Third-Party Beneficiaries. Nothing in this Agreement confers upon any person other than the Parties and their respective permitted successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 11.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. The Parties intend that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with Law.

In the event any state or other jurisdiction prohibits a Party from administering the Plan under the terms of this Agreement or imposes a penalty on the Plan or United and such penalty is based on the Services specified in this Agreement, the Party may immediately discontinue this Agreement's application in such state or jurisdiction. This Agreement will continue to apply in all other states or jurisdictions.

Section 11.12 Interpretation. The Parties acknowledge that they have read this Agreement, have had the opportunity to review it with legal counsel, and have agreed to all its terms. The Parties therefore agree that in the event of any ambiguity in any of the terms or conditions of this Agreement, including any exhibits hereto and whether or not placed on record, such ambiguity shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

Section 11.13 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (including any form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties may rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement (including by means of an electronic signature), and such facsimile or similar executed electronic copy will be legally effective to create a valid and binding agreement between the Parties.

Section 11.14 Waiver of Jury Trial. The Parties hereby irrevocably waive, to the fullest extent permitted by Law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

By signing below, each party agrees to the terms of this Agreement.

Suwannee County School Board
1740 Ohio Avenue S
Live Oak, FL 32064

By: _____

Authorized Signature

Print Name: Jerry Taylor

Print Title: Board Chairman

Date: _____

By: _____

Authorized Signature

Print Name: Ted L. Roush

Print Title: Superintendent of Schools

Date: _____

United HealthCare Services, Inc.
185 Asylum Street
Hartford, CT 06103-3408

By: _____

Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

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

UHC ASA 1Q 2023
Agreement No. 00082946.0

Exhibit A – Medical Benefit Administration Services
UnitedHealthcare

The following are the Services United has agreed to provide to Customer. The Services described in this Exhibit will be made available to Customer and where applicable to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section 1 Network

Network Access, Management and Administration. United will provide access to Networks and Network Providers, as well as related Services including physician (and other health care professional) relations, clinical profiling, contracting, and credentialing, network analysis, and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

Some Network Providers are affiliated with United, however they are not United's agents or partners. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through United's affiliates' networks, or the payment for services rendered by the provider or facility.

Out of Network Programs. United offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. United offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customer's elected out of network programs are identified in Exhibit D – Fees. Programs are subject to change or termination at United's discretion.

Value Based Contracting Program. United's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned by meeting standards relating to utilization, quality of care, efficiency measures (including better contract rates), compliance with United's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as United makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if United makes the determination that the Network Provider failed to meet a standard, United will return to Customer the applicable amount. United shall provide Customer reports describing the payment amounts made on behalf of Customer's Plan.

Only the initial claims-based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance, or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles, and agrees that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section 2 Prevention and Recovery Services

United will provide prevention and recovery Services for Overpayments and other Plan recovery and savings opportunities as described herein.

Overpayments. United will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

Payment Integrity Services. United provides Services to help prevent, identify, and resolve irregular claims ("Payment Integrity Services"). United's Payment Integrity Services help guard against potential errors, fraud, waste, and abuse by reviewing claims on a pre- or post-adjudicated basis.

United's Payment Integrity Services processes will be based upon United's proprietary and confidential procedures, modes of analysis, and investigations. United will use these procedures and standards in delivering Payment Integrity Services to Customer and to United's other customers. Services include all work to identify recovery and savings opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. United does not guarantee or warranty any particular level of prevention, detection, or recovery.

United makes available to Customer an array of standard and optional Payment Integrity Services, as identified in Exhibit D - Fees.

Recovery Process – Non-Class Action Recoveries. Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where United pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted United an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular claim or for any particular customer. United will not pursue any recovery if it is not permitted by Law, or if recovery would be impractical, as determined in United's discretion. While United may initiate litigation or arbitration to facilitate a recovery, United has no obligation to do so. If United initiates litigation or arbitration, Customer will cooperate with United in the litigation or arbitration.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

Recovery Process – Class Action Recoveries. Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, United has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If United elects to seek recovery of such an Overpayment that is at issue in a class action, United will provide written notice to Customer of its intention. If Customer does not want United to seek recovery of the Overpayment, Customer shall notify United in writing within 30 days of receiving notice from United. If Customer does not so notify United, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to United all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with United in any resulting litigation or arbitration that United may file to pursue the Overpayments.

If Customer provides United with written notice that it does not want United to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, United will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, United can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

Offsetting Process. Overpayment recoveries may occur by offsetting the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. United may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with Services provided to any Participants; or (2) future benefits that are payable in connection with Services provided to individuals covered under other self-insured or fully-insured plans for which United processes payments (a "Cross Plan Offset"). In addition to permitting United to recover Overpayments on behalf of the Plan from benefits payable under other plans, United will enable other plans (including plans fully insured by United) to recover their Overpayments from benefits payable under the Plan through Cross Plan Offsets. Customer understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which United acts as the claims administrator. Reallocations pursuant to this process do not impact the decision as to whether or not a benefit is payable under the Plan. Customer represents and warrants that the Plan SPD contains United's approved template language authorizing Cross Plan Offsets.

In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the Customer's Plan. The monthly reconciliation report will contain information relating only to Customer's Plan and will not contain information relating to other plans for which United acts as the claims administrator.

Recovery Fees. Customer will be charged a Fee for the Payment Integrity Services described in this Section 2. That Fee is set forth in Exhibit D-Fees. No Fees will be charged (a) if the Overpayment is solely the result of United's acts, or (b) for recoveries obtained through a class action where United does not file an opt-out case on behalf of Customer. United will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to United's gross negligence or reckless misconduct. Under no circumstances will United be responsible for reimbursement of unrecovered Overpayments resulting from a third party's fraud.

Section 3 Fees

Fees. Customer will pay United the Fees specified in Exhibit D – Fees, in addition to any other Fees set forth in this Agreement. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain Fees may be paid through a withdrawal from the Bank Account.

Changes in Fees. United may change the Fees on the latter of the expiration of:

(1) a Renewal Term, or

(2) any applicable multi-year fee term as set forth in Exhibit D - Fees.

United will provide Customer with 30 days prior written notice of the revised Fees for each Renewal Term, and such Fees will be effective the first day of such Renewal Term. United will provide Customer with a new Exhibit D – Fees that will replace the existing Exhibit D – Fees.

United may also change the Fees:

(1) any time there are changes made to this Agreement or the Plan which affect the Fees,

(2) any time there are changes in Law which affect the Services United is providing, or will be required to provide, under this Agreement,

(3) if the number of Employees covered by the Plan or any Plan option changes (i) by 10% or more, or (ii) the enrollment band, or

(4) if the total number of enrolled Participants divided by the total number of enrolled Employees ("Average Contract Size"), varies by 10% or more from the assumed average contract size.

Any new Fee will be effective as of the date the change is applicable, even if that date is retroactive.

If Customer does not agree to any change in Fees, Customer may terminate this Agreement after Customer receives written notice of the new Fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Due Dates, Payments, and Penalties. United will provide Customer with an on-line invoice in advance of the first of each month. The due date for payment of the invoiced amounts is on the first day of the next calendar month ("Due Date"). Invoices are generated using monthly enrollment provided by Customer. If Customer has elected to self-bill, monthly enrollment shall be measured based off the sold proration method for the month to which the Fee applies (e.g., 1st day of the month, mid-month).

Late Payment. If amounts owed are not paid within 15 days after their Due Date ("Grace Period"), Customer will pay United interest on these amounts at the interest rate set forth in Exhibit D – Fees ("Interest Rate"). Customer shall

reimburse United for any costs that United incurs to collect these amounts. The Grace Period is based on United's assessment of Customer's financial condition. If United reasonably determines that Customer's financial condition has deteriorated, or Customer fails to comply with the funding and financial obligations specified in this Agreement, United may: (a) remove the Grace Period upon notice to Customer, and (b) either charge interest on payments not received after the Due Date or terminate the Agreement if payments are not received by the Due Date.

Fee Disputes. If Customer disputes any Fee due United, Customer will promptly notify United. Customer agrees to meet with United in good faith to resolve any Fee discrepancies. No interest will be assessed to the extent United's bill was incorrect. Customer will pay the undisputed part of the Fee by the applicable Due Date.

Reconciliation. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. Following each Renewal Term reconciliation:

(1) If United owes Customer money, Customer's next Fee invoice will be credited, or

(2) If Customer owes United money, United will invoice Customer for the amount due. Customer will pay United within 30 days of the Due Date. For payments made after this 30 day period, Customer will pay United interest on these amounts at the Interest Rate.

Upon termination of the Agreement, United will perform a final reconciliation. Following the final reconciliation:

(1) If United owes Customer money, United will pay Customer the amount owed within 30 days, or

(2) If Customer owes United money, Customer will pay United within 30 days. For payments Customer makes after 30 days of receiving notice of the amounts that Customer owes, United will charge interest at the Interest Rate.

Section 4 Providing Funds

Responsibility for Payment of Plan Benefits. The Plan is self-funded. Customer is solely responsible for providing funds for payment for all Plan benefits. United has no liability or responsibility to provide these funds. This is true even if United or its affiliates provide stop loss insurance to Customer.

Bank Account. United, on Customer's behalf, will open and maintain a Bank Account to provide United access to Customer's funds for payment of:

(1) Plan benefits,

(2) Plan expenses (e.g., state surcharges and assessments),

(3) other Customer financial obligations; and

(4) Fees authorized by Customer.

Customer's funds in the Bank Account will not be comingled with any other customer funds.

Balance In Account. Customer will maintain a Bank Account balance to cover expected Bank Account activity (the "Account Balance"). United will establish the Account Balance based on expected Plan payment obligations, with adjustments for anticipated non-daily activity (e.g., prescription drug benefits and Fee payments). United will notify Customer if and when the Account Balance requires revision.

The Account Balance is based on Customer's financial condition as assessed by United. In the event United reasonably determines that Customer's financial condition has deteriorated, or Customer fails to comply with the funding and financial obligations specified in this Agreement, United may revise the Account Balance effective 5 business days from the date of notice to Customer.

Issuing and Providing Funds. Checks and/or non-draft payments will be written on and/or issued from a United general check-writing account maintained at the Bank for United's self-funded customers.

United will issue Bank Account funding process documentation to Customer. Upon agreement by the parties on process and Customer signature of the documents, United will implement the agreed to Bank Account funding process.

If United reasonably determines that Customer's financial condition has deteriorated or Customer fails to comply with the funding and financial obligations specified in this Agreement, United may revise the Bank Account funding process effective 5 business days from the date of notice to Customer.

At Customer's expense, United will:

(1) automatically stop payment on all checks that have not been cashed within twelve months of issuance, and

(2) provide Customer with reports for the purposes of performing escheat. Customer is solely responsible for making unclaimed payee payments directly.

Underfunding. If Customer does not maintain the required Account Balance:

(1) Customer must immediately correct the funding deficiency and provide prompt notice to United,

(2) United may place stop payments on checks, stop issuing checks and non-draft payments, and suspend any of its other Services under this Agreement for the period of time Customer does not provide the required funding, and

(3) If Customer does not correct the funding deficiency within 3 business days, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding at the Interest Rate.

Termination. When this Agreement terminates, the Bank Account funding method will remain in place for the length of the run-out period. Following the run-out period, the required Account Balance may be adjusted through mutual agreement of the parties to cover Customer's remaining funding obligations. The Bank Account will be closed and any remaining funds after stop payments have been issued on all uncashed checks will be returned to Customer. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section 5 Medical Benefit Drug Rebate Allocation and Payment

United or a subcontractor may negotiate with drug manufacturers regarding the payment of Medical Benefit Drug Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of Medical Benefit Drug Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. Compensation under this program is as set forth in Exhibit D-Fees. United will retain interest earned during the Medical Benefit Drug Rebate processing timeframe.

Medical Benefit Drug Rebates are not entitled to be paid until they are received by United. For example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving Medical Benefit Drug Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Medical Benefit Drug Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer's and Plan's entitlement to Medical Benefit Drug Rebates, including forfeiture of any Medical Benefit Drug Rebates earned but not paid.

Section 6 Claim Determinations and Appeals

Initial Benefit Determinations and First Level Appeals. Customer appoints United a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment and (ii) performing the fair and impartial review of first level internal appeals. As such, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan and (ii) determine the validity of charges submitted to United under the Plan. If United denies a Plan benefit claim, in whole or in part, United shall notify the claimant of the adverse benefit determination and the claimant will have the appeal rights set forth in the Summary Plan Description, and those which are required under Law.

Second Level Appeals. The Party appointed as the named fiduciary under the Plan with respect to performing the fair and impartial review of second level internal appeals (as set forth in Exhibit D – Fees), shall make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable Law. That Party shall notify the claimant of the outcome of the final internal appeal. That party's determination will be final and binding on the claimant and all other interested parties, except as to a claimant's right to an appeal under the external review program.

External Review Program. In order for Customer to meet its regulatory obligations with respect to claim appeals or other applicable external review regulations, Customer shall provide an external review program to claimants. Customer may utilize United's external review program. In such case, the following will apply:

(1) A Fee will apply beyond a limited number of free reviews based upon Customer's total enrollment as set forth in Exhibit D – Fees,

(2) Customer acknowledges that the independent review organizations are not United subcontractors, and

(3) United is not responsible for the decisions of the independent review organizations.

Section 7 System Access

Access. United hereby grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within Systems (e.g., reporting, member-facing websites, customer portals). Customer must obtain and maintain, at no expense to United, the hardware, software, and Internet browser United requires of customers to access Systems. Customer shall not:

(1) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United for purposes other than as expressly permitted under this Agreement, or

(2) share, transfer or lease Customer's right to access and use Systems, to any other person or entity, provided, however, Customer may designate a third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party complies with the terms and conditions of such Systems access and Customer assumes joint responsibility for such access.

Security Procedures. Customer shall:

(1) use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United,

(2) use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to United,

(3) maintain appropriate logs and monitoring of system activity, and

(4) notify United within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse or unauthorized disclosure of passwords and user IDs provided by United.

Termination. United may terminate Customer's System access and deactivate Customer's identification numbers, passwords upon:

(1) Customer's breach of this Section 7, or

(2) the latter of the termination of this Agreement or expiration of the run-out period.

Section 8 Medical Audits

Once each calendar year during the term of the Agreement or any applicable runout period, a mutually agreeable entity, on Customer's behalf, may conduct a medical claims audit for purposes of determining if United is administering its claims transactional Services in accordance with Plan provisions. Prior to the commencement of this audit, a signed, mutually agreeable confidentiality agreement with United is required.

Customer must notify United in writing of its intent to audit. The place, time, type, and duration of all audits must be reasonable and agreed to by United. All audits will be limited to information relating to the calendar year in which the audit is conducted, and the immediately preceding calendar year (up to an 18 month look back).

The audit scope and methodology for a medical claim audit will be consistent with generally acceptable auditing standards, including a statistically valid random sample (not to exceed 400 transactions, less any transactions for targeted audits) as approved by United ("Scope"). United will not support any audits a) where the audit firm is paid on a contingency basis, or b) that do not use a statistically valid random selection methodology (other than as provided for in this Section 8); this includes electronic and data mining audits that are used for purposes of recovery discovery. As part of the medical claims audit, United will also support a small, targeted audit of either member appeals, member calls, or clinical transactions (not to exceed 25 transactions).

Customer will pay any expenses that it incurs in connection with the audit. Customer will be charged a reasonable per claim charge and a per day charge for any audit where the claim review portion and remote system access is not completed within 5 business days or for approved sample sizes exceeding the Scope specified above. Customer will be charged a reasonable Fee for samples or audit days that exceed the agreed audit parameters. Customer will also pay any extraordinary expenses United incurs due to a Customer request related to the audit, such Fees to be reviewed and approved by the Customer in advance.

Customer will provide United with copies of any audit reports within 30 days after Customer receives the audit report(s) from the auditor.

Section 9 Schedule of Services

Account Management
Implementation and maintenance of account and Plans.
Designated account management team.
Enrollment meetings and support.
Standard initial enrollment kit including bulk mailing.
Standard ID Card production and issuance.
Electronic eligibility and enrollment processing.
Management and review of benefits and data.
Electronic billing, presentment, and payment.
Onliue administration Services accessed throngh United's Customer web site including online eligibility maintenance, claim status inquiry and online reporting. Customer is provided a designated number of IDs to the web site. United reserves the right, from time to time, to change the content, format and/or type of United's reports.
Interface with third party stop loss vendor, as requested by Customer. United will provide its standard claim financial reports to support Customer's filing of Individual Stop Loss (ISL) claims. It is Customer's responsibility to detect claims that may be covered by a third party stop loss carrier policy purchased by Customer.
Nonstandard or ad hoc reports, subject to an additional Fee.
Summary Plan Description ("SPD") Assistance. Upon request, United will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon, with one additional draft in response to Customer's comments and a final draft SPD. If Customer drafts its own SPD, Customer shall provide United with a copy for United's review in a timely manner to ensure consistency with United's administration of the Plan under this Agreement. "Plan", for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English. Printing of SPDs is available at an additional cost. If the SPD is not finalized sufficiently in advance of the Effective Date of United's Services, United will (i) utilize the summary of Plan benefits and exclusions document that United has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved or (ii) create, at United's discretion, an operational SPD which will be based upon the summary of Plan benefits and exclusions document that Customer has reviewed and approved. United will administer claims and otherwise provide United's Services in accordance with the above until a final SPD is provided to United.
Summary of Benefits and Coverage ("SBC") provided electronically in United's standard format for medical Plans administered by United. Initial SBC and 1 amendment per year provided.

Underwriting and Financial Services
Overall program accounting (year-end reconciliation).
Claim projections.
Annual projection of cost impact for benefit design changes.
Annual projection of conventional premium equivalent rates.
Annual reserve estimates.
Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other health care professionals.
Provide required data necessary to enable Customer to file Form 5500.
Claims Administration Services
Claims for Plan benefits must be submitted in a form that is satisfactory to United in order for United to determine whether a benefit is payable under the Plan. Customer delegates to United the discretion and authority to use United's claim procedures and standards for Plan benefit claim determination.
Standard claims processing, including re-pricing and payment of claims, auto and manual adjudication using proprietary software, and pending and subsequent claim review.
Claim determinations and appeals Services.
Claim history load from one prior carrier using United's standard process.
Medical claim review and utilization management of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.
Standard coordination of benefits for all applicable claims.
Production and distribution of monthly health statements.
Plan benefits litigation support. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or health care provider against United regarding Plan benefits related to Services under this Agreement ("Plan Benefits Litigation"), United will select and retain defense counsel to represent its interest. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest. If Plan Benefits Litigation is begun against the Plan and United jointly and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests. Litigation Fees and Costs. Customer will pay for all reasonable legal fees and costs United incurs if United gives Customer reasonable advance notice of United's intent to charge Customer for such fees and costs, and United consults with Customer in a manner consistent with United's fiduciary obligations on United's litigation strategy. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.
Prevention and recovery Services, as elected by Customer (see Exhibit D – Fees) and agreed to by United.
Processing of run-out claims (meaning claims incurred prior to the termination date) for a specified period following termination of the Agreement, if purchased by Customer. United will bill Customer for the full amount of run-out Fee that Customer owes, if applicable, generally one month prior to the Agreement's termination date. The full payment of run-out Fees is due and payable before run-out claims processing begins. If Customer fails to pay United Fees due or fails to provide the funding for the payment of benefits, or if United terminates for any other material breach, run-out will not apply. Run-out Fees may apply to partial terminations at United's discretion.
Network Services
Network access, management, and administration.
Network access to physical health networks, including chiropractic, physical therapy, occupational therapy, speech therapy, and complementary alternative medicine.
Out of network programs, as elected by Customer (see Exhibit D – Fees) and agreed to by United.
Value Based Contracting Program.
UnitedHealthcare Premium℠ Designation Program, available in designated markets.
Participant and Care Management Services
Member service center, accessed by Participants through a dedicated toll-free number

Website enabling Participants to learn about benefits, find a provider, estimate treatments options and costs, check claims status, review personal health record, print, or request ID cards, access monthly health statements, manage prescriptions, access health tools, and review health and wellness information.
Medical policy functions, as guided by a medical director, including health policy, quality assurance and medical management analysis and structure.
Care management services, a comprehensive, integrated personal health management program incorporating all elements of care management core activities, such as case management notification, inpatient care management, readmission management, case management and decision support.
Disease management Services, as elected by Customer; additional Fees may apply.
Complex medical condition programs, as elected by Customer; additional Fees may apply.
Maternity programs, as elected by Customer, additional Fees may apply.
Wellness programs, as elected by Customer, additional Fees may apply.
Digital health and wellness experience, which may include, health surveys, wellness missions and challenges, personal health record access, public communities, dashboard of results, and device integration. If Customer elects to offer reward incentives, Customer will be responsible for the funding. Other related Services are available for an additional Fee.
Transplant resource Services, including access to Centers of Excellence ("COE") network and Transplant Access Program ("TAP") network. Extra-contractual cost negotiation Services for care outside of the COE or TAP networks is provided for a standard negotiating Fee, as elected by Customer.
Predictive modeling, using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status. Additional charges apply for integrating an outside vendor's pharmacy data.
Integration of historical and ongoing external pharmacy vendor data into predictive model. A Fee applies for historical integration. As long as Customer uses a pharmacy benefit manager with which United has an existing data sharing agreement there is no additional Fee for ongoing integration.
Integration of historical medical data into predictive model, additional Fees may apply.
Obesity and diabetes prevention Services, as elected by Customer. Customizable program delivered to eligible Participants with a goal of preventing diabetes and other obesity related diseases. The program uses a 52-week approach with online technology and live audio/video capabilities.
Behavioral health Services, a comprehensive behavioral health management program including network access, development, and maintenance, claims processing, case management, member services, and outpatient care management. Other related Services are available for an additional Fee.
Other Services
Medicare Part D subsidy reporting Services. If elected by Customer, United will provide to Customer or, at Customer's request, directly to Centers for Medicare & Medicaid Services ("CMS"), information for Customer to comply with the requirements of the Retiree Drug Subsidy ("RDS") program in United's standard reporting which is compliant with CMS submission procedures and deadlines. Customer will provide United with any information United reasonably requires in order to prepare these reports, including but not limited to, Plan Variation/Reporting Code used to isolate members for whom Customer is pursuing the RDS, Participants' social security numbers or health information codes. Customer represents to United, and United acknowledges, that information provided in connection with the Services under this Agreement is used for purposes of obtaining Federal funds.
Medicare Secondary Payer reporting. United shall provide the applicable reports as required by the Medicare Secondary Payer Mandatory Reporting Provisions ("Reporting Requirements") in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. Customer shall provide United in a timely manner and in an agreed upon format all data United requires to comply with the Reporting Requirements. United shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.
Catastrophic Events. During such time a state or government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe") impacting puhlic health or access to healthcare, Customer directs United to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level) , (c) extension of time

frames for claims filing and/or appeals, (d) early replacement of lost or damaged durable medical equipment, and (e) other protocols reasonably required to provide Participants with access to health and pharmacy benefits, as applicable. Such protocols are applicable to Participants residing within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.
Termination Assistance. United will provide to Customer, during the run-out period and for a mutually agreed upon Fee: (a) a one-time standard accumulated extract which shows deductible, out-of-pocket, and lifetime maximum amounts for the current and prior year; and (b) open prior authorizations for Services that were approved but not yet completed.
Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") Services. Standard COBRA Services include an administration manual, open enrollment services member services, reporting, conversion, notifications, state continuation conversion notifications (as applicable), appeals, termination processing. United will provide the first level of appeal review and communicate the decision. Customer will have final authority to decide discrepancies, including matters of clerical error, concerning eligibility for continued coverage under the Plan. Upon termination of COBRA Services, United will return all amounts collected from qualified beneficiaries to Customer, less any amounts owed by Customer to United under this Agreement. Other related Services are available for an additional Fee. In the event a qualified beneficiary's coverage terminates prior to the maximum continuation of coverage period (including termination for non-payment), United will provide the qualified beneficiary with a written notice of early termination. Customer must provide United with written notice of any changes in monthly contributions rates pursuant to federally mandated COBRA time frames. United may accept partial payment amounts sent by qualified beneficiaries. Customer has final authority to decide all COBRA questions, including matters of clerical error concerning qualified beneficiaries' eligibility for continued coverage under the Plan. Customer is responsible for compliance with COBRA, including establishing the amount the qualified beneficiary must contribute to continue coverage under the Plan. Specific to COBRA Services, United is not a named fiduciary of the Plan as defined by the IRC. The Prevention and Recovery Services section of this Agreement does not apply to COBRA Services.

Exhibit B – Business Associate Agreement

This Business Associate Agreement ("BAA") is incorporated into and made part of the Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United") on behalf of itself and its affiliates ("Business Associate") and Suwannee County School Board ("Covered Entity") and is effective on May 1, 2023. Covered Entity and Business Associate may both be referred to herein individually as a "Party" or collectively as the "Parties".

The Parties hereby agree as follows:

Section 1 Definitions

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA").

Privacy Rule: The federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

Protected Health Information ("PHI"): As defined in 45 C.F.R. 160.103 and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to the performance of the Services.

Security Rule: The federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

Services: To the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the Parties from time to time.

Section 2 Responsibilities of the Business Associate

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law, except that to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).

2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D) Business Associate shall pay for the reasonable and actual costs associated with those notifications.

2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain, or transmit PHI on behalf of Business Associate agree,

in writing, to the same restrictions and conditions on the use and/or disclosure, of PHI that apply to Business Associate with respect to that PHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.

2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.

2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

2.10 comply with the applicable requirements of 42 CFR Part 2 to the extent Covered Entity, a Part 2 program or another lawful holder provides Part 2 Records to Business Associate in accordance with 42 CFR § 2.32 or Subpart D.

Section 3 Responsibilities of the Covered Entity

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

Section 4 Permitted Uses and Disclosures

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures, permitted or required by this BAA or the Agreement, Business Associate may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, on the condition that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule, which de-identified information does not constitute PHI, is not subject to this BAA and may be used and disclosed on Business Associate's own behalf.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.

4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

Section 5 Termination

5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA, then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before 30 days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

5.2 Effect of Termination. After the termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of the Covered Entity, if feasible to do so, including such PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations, and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

Section 6 Miscellaneous

6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Exhibit C – Security

This Security Exhibit is incorporated into and made part of the Administrative Services Agreement ("Agreement") between HealthCare Services, Inc. on behalf of itself and its affiliates ("United") and Suwannee County School Board ("Customer") and is effective on May 1, 2023. These requirements are applicable if and to the extent that United creates, has access to, or receives from or on behalf of Customer any Customer Information (as defined below).

The Parties hereby agree as follows:

Section 1 Definitions

The following terms shall have the meanings as set forth below:

Customer Information: Any Customer information in electronic format provided, collected, or created by United in the course of providing products or Services under the Agreement that includes or is comprised of any of the following:

(1) Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Customer.

(2) Non-public personal information (i.e., any information that would be termed "non-public personal information" under the Federal Gramm-Leach-Bliley Act, any related state statutes, and any related federal or state regulations); and

(3) Other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable federal or state law, including social security numbers).

United Information Systems: Information systems resources supplied or operated by United, including network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, printers, proprietary applications, and Internet connectivity which are used by United in providing products or Services under the Agreement.

Healthcare Industry Security Standards: The standards and framework of HITRUST Common Security Framework ("CSF").

Section 2 General Requirements

2.1 United shall maintain a comprehensive security program under which United documents, implements, and maintains the physical, administrative, and technical safeguards necessary to: (a) comply with Law; and (b) protect the confidentiality, integrity, availability, and security of United Information Systems and Customer Information. United's security program shall be consistent with the requirements of this Exhibit and shall be designed to ensure compliance with the provisions of applicable law, including, as applicable, the Health Information Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Payment Card Industry Data Security Standards ("PCI DSS"), and Sarbanes-Oxley ("SOX").

2.2 In accordance with reasonable Healthcare Industry Security Standards, United's security program is comprised of: a formal risk management program; periodic risk assessments; an adequate framework of controls that safeguard United Information Systems and information; processes for change management, code inspection, separation of development and production environments, and testing plans; at least once per year perform enterprise-level penetration, perimeter vulnerability testing, internal infrastructure vulnerability testing, and application testing; facility and environmental controls to prevent unauthorized physical access to United Information Systems and areas where Customer Information is stored or processed; encrypt transmissions of information via public networks (i.e., the Internet), laptops / desktops, devices, removable storage media (e.g., thumb drive, external hard drives, writable CD drives, backup tapes), applications, and network data storage containers.

2.3 United will establish and maintain written business continuity plans for the services and supporting facilities, written disaster recovery plans for critical technology and systems infrastructure, and proper risk controls to enable continued performance under the Agreement in the event of a disaster or other unexpected break in services.

3. Business Continuity Management. United will, at its sole expense, establish and maintain (i) written business continuity plans for the Services and supporting facilities, (ii) written disaster recovery plans for critical technology and systems infrastructure, and (iii) proper risk controls (collectively, the "Contingency Plans") to enable continued performance under the Agreement in the event of a disaster or other unexpected break in Services. United will update and test the operability of any applicable Contingency Plan at least annually and will maintain each such plan upon the occurrence of a declared disaster event. As used herein, a disaster is defined as an unanticipated incident or event, including, without limitation, force majeure events, technological accidents, or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage, or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.

4. Customer Audit. At Customer's own cost and expense, no more than once each year, United will permit Customer and/or its duly authorized representatives, upon 30 days advance notice and subject to a mutually agreeable confidentiality agreement, reasonably necessary access to United's data processing facilities, administrative and security procedures, and documentation in order to ascertain compliance with applicable law and the terms of this Exhibit as it relates to the processing of Customer's data. The scope, timing, nature, and approach of such reviews shall be mutually agreed to in writing by the Parties. Audits will be performed during regular business hours in a manner designed to minimize the interference with United's operations and will not require on-line access to United Information Systems. United shall provide reasonable access to relevant personnel, physical premises, and reasonable documentation. The duration of any on-site assessments may not exceed more than 1 business day.

5. Service Auditor Reports. United may make its Type II service auditor report ("Report") available to United's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #18 ("SSAE18"). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE18 Type II Report available to United's self-funded customers. The Report is United's Confidential Information and shall not be shared with any third parties without United's prior written approval, except that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants, on the condition that such consultants are not in any way a competitor of United's and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm, or a consultant as permitted in this Section, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Exhibit D – Fees

This Exhibit describes the Fees Customer agrees to pay to United in exchange for the Services.

Medical Fees

The following financial terms are effective for the period May 1, 2023 through April 30, 2026, unless otherwise specified.

Average Contract Size: 1.15

Final Claims Fiduciary: United

The Fees listed below are based upon an estimated minimum of 521 enrolled Employees.

$45.00 per Employee per month.

Credits

Implementation Credit

United will provide an Implementation Credit to help Customer mitigate costs associated with implementation. The Implementation Credit will be paid through a credit to Customer's fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. If Customer terminates the Agreement prior to April 30, 2026, Customer will pay United a prorated portion of this credit.

$50,000 Implementation Credit (First Year Only)

Reporting Credit

United will provide a reporting credit to help Customer mitigate costs associated with reporting. The reporting credit will be paid through a credit to Customer's fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. If Customer terminates the Agreement prior to April 30, 2026, Customer will pay United a prorated portion of this credit.

$10,000 Reporting Credit per year

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to April 30, 2026, Customer will pay United a prorated portion of this credit.

$50,000 Wellness Allowance per year

Payment Integrity Services Fees

Service Description	Fee
Advanced Analytics and Recovery • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.	24% of the gross recovery amount
Coordination of Benefits ("COB") • Verify primary/secondary payer accuracy	No additional Fee.

Service Description	Fee
• Identify claims to be investigated using a layered approach to identify other primary payers: 1. Eligibility match to other commercial payers 2. Eligibility match to Medicare • Correct pre-adjudicated claims prior to claim payment • Update claims systems with other primary/secondary payers' information COB indicators set to edit subsequent claims with primary/secondary payers' information	
Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.	10% of the gross recovery amount.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims.	22% of the gross recovery amount.
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Evaluate claims to identify inappropriate levels of care, coding and/or resource utilization. • Management can include pre-adjudicated claims or post-adjudicated claims.	22% of the gross recovery or prevented amount
Hospital Bill and Premium Audit • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.	22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries • Litigation or arbitration to recover any Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudication claims.	Outside attorneys' fees and costs will be deducted from the gross recovery prior to the assessment of any applicable United Fees (as indicated in this Exhibit).
Third Party Liability - Subrogation and Injury Coverage Coordination • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval.	33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Naviguard Program	35% of the Savings Obtained. Savings Obtained means the amount billed by a health care provider minus the final

Service Description	Fee
• Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement metbodologies. • For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). • If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).	amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant. The Fee per individual claim will not exceed $17,500.
External Reviews	If and when applicable, for each subsequent external review beyond the limited uumber of free reviews based upon Customer's total enrollment, a Fee of $500 will apply per review.
Iuterest Rate on Unpaid Fees and Underfunding Bank Account	Prime rate plus 4%
Run-out Claims Administration	As elected by Customer upon termination: • 6 months of run-out: 2 months of Administration Fees at the time of termination • 12 months of run-out: 3 months of Administration Fees at the time of termination
Medical Benefit Drug Rebate Compensation	80% to Customer, the balance is retained by United as compensation for the services.
Consolidated Appropriations Act, 2021 ("CAA") Support Services. United will support Customer's compliance with the requirements of the CAA, including the No Surprises Act ("NSA"), by the respective enforcement date as follows: • NSA medical billing and the independent dispute resolution ("IDR"): o United will determine if a claim is subject to the NSA billing protections. o If United and a provider are nnable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer. o All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United.	For the 2023 plan year, United will not charge separate services Fees outside of base rates for the CAA Support Services. Uuited shall notify Customer of United's intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements. Customer remains responsible for the government agency administration assessment and fees charged by the IDR arbitrator. Fees for CAA Support Services for plau years after 2023 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.

Service Description	Fee
o United will not be using third party provider networks for services covered by the NSA. o The Fees for programs in which the parties share in the savings achieved off a provider's billed charge will continue to apply to all services covered under the NSA. o Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account. o Customer shall fund the IDR administration fee and all IDR arbitrator fees through the Bank Account. • Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently). • Provider directory enhancements. • Continuity of care and external appeals support for surprise medical bills. • Support related to Mental Health Parity Non-Quantitative Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury. • Provide language to support Customer's anti-gag clause attestation requirement. • Prepare and file pharmacy benefits and drug cost reports. • Prepare and file air ambulance claims reports. • Provide and maintain price comparison information to Participants by telephone and online.	
Health Plan Transparency in Coverage Rule ("TiC") Support Services. United will support Customer's compliance with the requirements of the TiC by the respective enforcement date as follows: • Machine-readable files accessible via a publicly available website, which Customer will be able to access and link to Customer's own website. • A cost estimator tool available online for Plan Participants for the items and services as required each year.	For the 2023 plan year, United will not charge separate services Fees outside of base rates for the TiC Support Services.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to $10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

COBRA Fees

The following financial terms are effective for the period May 1, 2023 through April 30, 2024, unless otherwise specified.

Fee Schedule	5/1/23-4/30/24
One year PEPM ☑ Two year PEPM ☐ Three year PEPM ☐	$0.55
Group Setup Fee (one time fee at implementation)	Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included
On-going Maintenance Fee	N/A
Ongoing COBRA Continuant Per Month Charge	Included
COBRA Services	
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollme returned (per notice)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
State Continuation Notification (per notice)	Included
Outside carrier eligibility feeds and premium remittance (per carrier per month)	Included
Open Enrollment Services	
Open Enrollment Service (per person) Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client.	$8.00 Plus Postage *There is a $100 minimum for Open Enrollment Services
Optional Services	
Medicare-D Notifications	$0.95/Notification
Retro/HIPAA Initial Rights Notice (Per Notice)	$3.00/Notification
Customized Services (Letters, Correspondence)	Varies, plus postage
Direct Bill/Retiree Services - Per continuant, per month	$1.50
COBRA 2% Administration Fee	

UnitedHealthcare will retain the 2% administration fee that is routinely charged to enrolled COBRA participants

Exhibit E – Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning May 1, 2023 through April 30, 2024 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these Fee adjustments are Customer's exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period, or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties; and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

Implementation – Applies to First Year Only			
A formal implementation plan, which defines key tasks, dependencies, and completion dates will be developed and agreed to by both parties. The lack of a mutually agreeable formal implementation plan will nullify these implementation guarantees in total. Failure on the customer's part to complete, by the agreed upon dates, the key dependent tasks associated with the implementation guarantees outlined below will also nullify that guarantee.			
Initial ID Card Issuance			
Definition	ID cards will be postmarked within the parameters set forth after the final eligibility data has been system loaded, passed a quality assurance check, passed a system load test and has been released to the ID card production area.		
Measurement	Percentage of cards issued		99%
	Issuance time frame, business days or less	business days	10
Criteria	Calculated on a pro-rated basis, based on the actual number of late cards as a percent of the total number of cards. ID card turnaround time guarantees are based on United's performance during the implementation process.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A

Gradients	Not applicable		
Claim Ready Date			
Definition	Ready to pay electronic claims by the later of the effective date or within the designated number of days following the completion of key implementation tasks: (i) Account structure and benefit plan details are defined and written approval has been provided by the customer; (ii) final eligibility has been received and successfully tested by United; and (iii) if so negotiated, deductibles and lifetime maximums from the previous carrier received in a mutually agreed upon format, accurate, and loaded electronically.		
Measurement	Electronic claim ready by effective date or the later of business days or less	business days	18
Criteria	If any additional changes are received or requested after written approval is received, 10 additional business days will be required for changes affecting up to ten benefit plans (sets); 20 additional days will be required for changes affecting ten or more benefit plans (sets).		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Eligibility Loading			
Definition	Initial implementation electronic eligibility files will be loaded within the timeframe set forth following receipt of clean eligibility file.		
Measurement	Files loaded, in business days or less	business days	3
Criteria	Clean eligibility file once approved by Customer and/or Customer designee and United, which must be: a) error free; b) formatted per United's standards; and c) received by 12:00 p.m., EST on the scheduled date, or the guarantee period starts the following business day.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50%		

	96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%	
Member Phone Service		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.		
Average Speed of Answer		
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
	Time answered in seconds, on average (seconds)	30
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	
Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	1.80%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%

Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$500
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$250
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10-point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	$250
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Suwannee County School District

2023–24 Uniform Statewide Assessment Calendar

Board Approved xx/xx/2023

According to Section 1008.22(7)(b), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C), the uniform assessment calendar must be published on the Florida Department of Education (FDOE) website by January of each year for, at a minimum, the following two school years. Prior to posting, FDOE will complete sections 1 through 4 with the appropriate information.

Each school district must then complete the uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the FDOE by October 1 of each school year. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information provided by the Department in sections 1 through 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. The FDOE will populate this section with state-level terms in addition to those specified in s. 1008.22(7)(i), F.S. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments but should not modify any FDOE-provided information.

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
B.E.S.T.	Benchmarks for Excellent Student Thinking
CBT	Computer-Based Test
CLT	Classic Learning Test
Concordant and Comparative Scores	Concordant and comparative scores refer to scores that have been determined by establishing a relationship between assessments that measure similar (but not identical) constructs, such as the Algebra 1 End-of-Course Assessment and the SAT. In statute, concordant refers to scores associated with the ELA assessment and comparative refers to scores associated with the Algebra 1 assessment. A student can meet assessment graduation requirements by earning a concordant or comparative score as specified in Rule 6A-1.09422, F.A.C.
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need.
District Window	The selected dates within the statewide window during which a district will administer a given assessment.
District-Required Assessments	Assessments required by the school district for students in a specific grade or course.
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results.

Suwannee County School District

2023–24 Uniform Statewide Assessment Calendar

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Acronym/Term	Definition
FAST	Florida Assessment of Student Thinking
FCLE	Florida Civic Literacy Exam
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments
FSAA	Florida Standards Alternate Assessment
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.
NAEP	National Assessment of Educational Progress
PBT	Paper-Based Test
PM1	The baseline administration of FAST Progress Monitoring in the beginning of the school year.
PM2	The midyear administration of FAST Progress Monitoring in the middle of the school year.
PM3	The summative administration of FAST Progress Monitoring at the end of the school year.
Progress Monitoring	The process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been. In accordance with s. 1008.25(8)(b)1., F.S., the progress monitoring assessments for VPK through grade 2 must be administered at least three times within a program year or school year, as applicable, with the first administration occurring no later than the first 30 instructional days after a student's enrollment or the start of the program or school year, the second administration occurring midyear, and the third administration occurring within the last 30 days of the program or school year. In accordance with s. 1008.25(8)(b)2., F.S., the progress monitoring assessments for grades 3 through 10 must be administered at the beginning, middle, and end of the school year.
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction.
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment.
Testing Time	The amount of time individual students are each given to respond to test items on each test.
VAM	A Value-Added Model (VAM) is used by some school districts as part of their educator evaluation system. It is also used in the approval process for teacher preparation programs and as part of the criteria to extend an educator's temporary teaching certificate.
VPK	Florida's Voluntary Prekindergarten Education Program

Suwannee County School District

2023–24 Uniform Statewide Assessment Calendar

Board Approved xx/xx/2023

2. Test, Type, and Purpose/Use

FDOE will populate this section with information related to state-level tests. Districts may add rows as needed to define district-required tests, test type, and their purpose/use in the district but should not modify any FDOE-provided information. If additional types are added, define applicable types in the glossary.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S. Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	
ACT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
CLT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
FAST PM1 and PM2	Diagnostic/Progress Monitoring	Provides information in mastering the appropriate grade-level standards and provides information on students' progress to parents, teachers, and school and program administrators. Used to provide data for accountability of the Voluntary Prekindergarten Education Program.	s. 1008.25(8), F.S. s. 1008.2125, F.S. s. 1002.68, F.S. Rule 6M-8.601, F.A.C.
FCLE	Summative	If passed, exempts students from the postsecondary civic literacy assessment requirement established by s. 1007.25(4), F.S.	s. 1003.4282(3)(d), F.S. s. 1007.25(4)(b), F.S.
FAST PM1 and PM2	Progress Monitoring	Provide information regarding whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been	
B.E.S.T. ELA Writing	Summative	Purpose: FAST PM3, B.E.S.T., Next Generation Sunshine State Standards assessments measure student achievement of Florida's academic standards/access points. Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; VAM; scholar designation; Credit Acceleration Program; school improvement plans; school, district, state, and federal reporting	s. 1002.38, F.S. s. 1002.68, F.S. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1004.04, F.S. s. 1004.85, F.S. s. 1008.22, F.S. s. 1008.25, F.S. s. 1008.33, F.S. s. 1008.34, F.S. s. 1008.341, F.S. s. 1012.34, F.S.
B.E.S.T. EOC	Summative		
FAST PM3	Progress Monitoring/Summative		
FSA	Summative		
Florida Alternate Assessment—Performance Task	Summative		
Florida Alternate Assessment—Datafolio	Portfolio		
Science/Social Studies EOC	Summative		
Statewide Science	Summative		

Suwannee County School District

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Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
Assessment			s. 1012.56, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.09981, F.A.C. Rule 6A-1.099811, F.A.C. Rule 6A-1.099822, F.A.C. Rule 6A-5.0411, F.A.C.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement; can be used as a concordant or comparative score to meet Algebra 1 assessment graduation requirements	s. 1007.35, F.S. Rule 6A-1.09422, F.A.C.
SAT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.

3. Required Statewide Assessments

The following assessments are required for students as indicated in the **Students to Be Tested** column. FDOE will complete this section with the required statewide assessments. Districts should then populate the **District Window** column for each assessment in the table but should not modify any FDOE-provided information.

When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
VPK FAST PM1	Students enrolled in VPK	First 30 instructional days after a student's enrollment or the start of a program year or school year	August 14-September 14, 2023	CBT	10–20 minutes	Immediately following test completion

Suwannee County School District

2023–24 Uniform Statewide Assessment Calendar

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Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST PM1	K–Grade 1 ELA Reading	August 7–September 29, 2023[1]	August 7–September 29, 2023	CBT[2]	10–20 minutes	Immediately following test completion
FAST PM1	Grade 2 ELA Reading	August 7–September 29, 2023[1]	August 7–September 29, 2023	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM1	K–Grade 2 Mathematics	August 7–September 29, 2023[1]	August 7–September 29, 2023	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM1	Grades 3–10 ELA Reading	August 14–September 29, 2023	August 14–September 29, 2023	CBT[2]	90 minutes[3]	Immediately following test completion
FAST PM1	Grades 3–5 Mathematics	August 14–September 29, 2023	August 14–September 29, 2023	CBT[2]	80 minutes[3]	Immediately following test completion
FAST PM1	Grades 6–8 Mathematics	August 14–September 29, 2023	August 14–September 29, 2023	CBT[2]	100 minutes[3]	Immediately following test completion
Alternate Assessment Datafolio[4]	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 1: September–October 2023	N/A	PBT	Varies/Untimed	June 2024
Alternate Assessment Datafolio[4]	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 2: November–December 2023	N/A	PBT	Varies/Untimed	June 2024

Suwannee County School District

2023–24 Uniform Statewide Assessment Calendar

Board Approved xx/xx/2023

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FCLE	Students enrolled in associated courses	November 6–December 15, 2023	November 6–December 15, 2023	CBT[2]	160 minutes[5]	Immediately following test completion
VPK FAST PM2	Students enrolled in VPK	Midyear	November 29, 2023–February 7, 2024	CBT	10–20 minutes	Immediately following test completion
FAST PM2	K–Grade 1 ELA Reading	December 4, 2023–January 26, 2024	December 4, 2023–January 26, 2024	CBT[2]	10–20 minutes	Immediately following test completion
FAST PM2	Grade 2 ELA Reading	December 4, 2023–January 26, 2024	December 4, 2023–January 26, 2024	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM2	K–Grade 2 Mathematics	December 4, 2023–January 26, 2024	December 4, 2023–January 26, 2024	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM2	Grades 3–10 ELA Reading	December 4, 2023–January 26, 2024	December 4, 2023–January 26, 2024	CBT[2]	90 minutes[3]	Immediately following test completion
FAST PM2	Grades 3–5 Mathematics	December 4, 2023–January 26, 2024	December 4, 2023–January 26, 2024	CBT[2]	80 minutes[3]	Immediately following test completion
FAST PM2	Grades 6–8 Mathematics	December 4, 2023–January 26, 2024	December 4, 2023–January 26, 2024	CBT[2]	100 minutes[3]	Immediately following test completion
Alternate Assessment Datafolio[4]	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 3: March–April 2024	N/A	PBT	Varies/Untimed	June 2024

Suwannee County School District

2023–24 Uniform Statewide Assessment Calendar

Board Approved xx/xx/2023

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
Alternate Assessment Performance Task[6]	Grades 3–8 ELA & Mathematics; Grades 4–8 Writing; Grades 5 & 8 Science; and Civics EOC	February 26–April 12, 2024	February 26–April 12, 2024	PBT	Varies/Untimed	June 2024
ACT[7]	Grade 11 students in districts that selected ACT	March–April 2024	N/A	CBT	175 minutes	3–8 weeks after test administration
SAT[7]	Grade 11 students in districts that selected SAT	March–April 2024	March 4, 2024	CBT	134 minutes	2–4 weeks after test administration
CLT[7]	Grade 11 students in districts that selected CLT	March–April 2024	N/A	CBT	120 minutes	Within 8 business days
VPK FAST PM3	Students enrolled in VPK	The last 30 days of the program or school year	April 17–May 30, 2024	CBT	10–20 minutes	Immediately following test completion
FAST PM3	K–Grade 1 ELA Reading	April 15–May 31, 2024[8]	April 15–May 30, 2024	CBT[2]	10–20 minutes	Immediately following test completion
FAST PM3	Grade 2 ELA Reading	April 15–May 31, 2024[8]	April 15–May 30, 2024	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM3	K–Grade 2 Mathematics	April 15–May 31, 2024[8]	April 15–May 30, 2024	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM3	Grades 3–10 ELA Reading	May 1–May 31, 2024	May 1–May 30, 2024	CBT[2]	120 minutes[3]	Immediately following test completion
FAST PM3	Grades 3–5 Mathematics	May 1–May 31, 2024	May 1–May 30, 2024	CBT[2]	100 minutes[3]	Immediately following test completion
FAST PM3	Grades 6–8 Mathematics	May 1–May 31, 2024	May 1–May 30, 2024	CBT[2]	120 minutes[3]	Immediately following test completion

Suwannee County School District

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Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
Alternate Assessment Performance Task[6]	Grades 9 & 10 ELA; Grades 9 & 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 11–April 26, 2024	March 11–April 26, 2024	PBT	Varies/Untimed	June 2024
B.E.S.T. ELA Writing	Grades 4–10	April 1–12, 2024	April 1–12, 2024	CBT[2]	120 minutes[5]	June 2024
FCLE	Students enrolled in associated courses	April 1–May 31, 2024	April 1–May 30, 2024	CBT[2]	160 minutes[5]	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOCs	Students enrolled in associated courses	May 1–31, 2024	May 1–30, 2024	CBT[2]	160 minutes[3]	Immediately following test completion
Biology 1, Civics, and U.S. History EOCs	Students enrolled in associated courses	May 1–31, 2024	May 1–30, 2024	CBT[2]	160 minutes[3]	Immediately following test completion
Statewide Science	Grades 5 and 8	May 1–31, 2024	May 1–30, 2024	CBT[2]	120 minutes[3]	Immediately following test completion

[1] K–2 FAST assessments for PM1 must be administered within the first 30 instructional days of the school year.

[2] Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

[3] Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

[4] The Alternate Assessment Datafolio is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment or the Alternate Assessment Performance Task is inappropriate, even with accommodations.

[5] Any student who has not completed the test by the end of the allotted time may continue working up to half the length of a typical school day.

[6] The Alternate Assessment Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

[7] Each district must choose to administer the ACT, CLT, or SAT. Complete the row for the assessment chosen by your district and then change the background for the assessment not chosen to gray and leave the district window cell blank.

[8] K–2 FAST assessments for PM3 must be administered within the last 30 instructional days of the school year.

4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. The FDOE will complete this section with the applicable statewide assessments. Districts should then populate the **District Window** column for the assessments in the table below but should not modify any FDOE-provided information. If an assessment is not being administered in your district, indicate "N/A" in the District Window column.

Suwannee County School District

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Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Students to Be Tested[4]	Statewide Window	District Window	Mode	Testing Time	Results Expected
PreACT	Grade 10	October 2023–April 2024	N/A	PBT	150 minutes	Approximately 2 weeks after testing
FSA ELA Writing Retake		September 11–29, 2023	September 11–29, 2023	CBT[1]	120 minutes[2]	December 2023
FSA ELA Reading Retake		September 11–29, 2023	September 11–29, 2023	CBT[1]	180 minutes[2]	December 2023
FSA Algebra 1 EOC Retake		September 11–29, 2023	September 11–29, 2023	CBT[1]	180 minutes[2]	October 2023
FAST Grade 10 ELA Reading Retake		September 11–October 6, 2023	September 11–October 6, 2023	CBT[1]	120 minutes[3]	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOCs		September 11–October 6, 2023	September 11–October 6, 2023	CBT[1]	160 minutes[3]	Immediately following test completion
Biology 1, Civics, and U.S. History EOCs		September 11–October 6, 2023	September 11–October 6, 2023	CBT[1]	160 minutes[3]	October 2023
FSAA—Performance Task[5] Grade 10 ELA and Algebra 1 EOC Makeup		September 25–October 13, 2023	N/A	PBT	Varies/Untimed	December 2023
PSAT/NMSQT	Grade 10	October 2023	October 12, 2023	PBT	165 minutes	January 2024
NAEP Mathematics	Select grades 4, 8, & 12 students	January–March 2024	N/A	CBT	120 minutes	Fall 2024 (grades 4 & 8); Spring 2025 (grade 12)
NAEP Reading	Select grades 4, 8, & 12 students	January–March 2024	N/A	CBT	120 minutes	Fall 2024 (grades 4 & 8); Spring 2025 (grade 12)
NAEP Science	Select grade 8 students	January–March 2024	N/A	CBT	120 minutes	Spring 2025

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Assessment	Students to Be Tested[4]	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST Grade 10 ELA Reading Retake		November 27–December 15, 2023	November 27–December 15, 2023	CBT[1]	120 minutes[3]	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOCs		November 27–December 15, 2023	November 27–December 15, 2023	CBT[1]	160 minutes[3]	Immediately following test completion
Biology 1, Civics, and U.S. History EOCs		November 27–December 15, 2023	November 27–December 15, 2023	CBT[1]	160 minutes[3]	January 2024
ACCESS for ELLs	Grades K–12 currently classified as ELL with "LY" code	January 22–March 15, 2024	January 22–March 15, 2024	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2024
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with "LY" code	January 22–March 15, 2024	January 22–March 15, 2024	PBT	80 minutes	June 2024
FSA ELA Grade 10 Retake – Writing		February 19–March 8, 2024	February 19–March 8, 2024	CBT[1]	120 minutes[2]	May 2024
FSA ELA Grade 10 Retake – Reading		February 19–March 8, 2024	February 19–March 8, 2024	CBT[1]	180 minutes[2]	May 2024
FSA Algebra 1 EOC Retake		February 19–March 8, 2024	February 19–March 8, 2024	CBT[1]	180 minutes[2]	May 2024
FAST Grade 10 ELA Reading Retake		May 1–31, 2024	May 1–30, 2024	CBT[1]	120 minutes[3]	Immediately following test completion
FAST Grade 10 ELA Reading Retake		July 15–26, 2024	July 15–26, 2024	CBT[1]	120 minutes[3]	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOC		July 15–26, 2024	July 15–26, 2024	CBT[1]	160 minutes[3]	August 2024
Biology 1, Civics, and U.S. History EOCs		July 15–26, 2024	July 15–26, 2024	CBT[1]	160 minutes[3]	August 2024

[1] Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

[2] Any student who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

[3] Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

[4] If indicated, "applicable students" relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

[5] The FSAA—Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in the district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
I-Ready ELA and Math Diagnostic	Kindergarten, Grade 1, Grade 2, Grade 3, Grade 4, Grade 5	Aug. 21-Sept. 29, 2023 Dec. 4, 2023-Jan. 26, 2024 Apr. 1-Apr. 30, 2024	CBT	120 minutes each; total 360 minutes	Immediately following test completion
I-Ready ELA and Math Diagnostic	Grade 6-8 (ELA) Grades 6-7 (MA)	Sept. 18-Oct. 27, 2023 Feb. 27-April 5, 2024	CBT	120 minutes each; total 360 minutes	Immediately following test completion
Write Score	Grades 4-10	Nov. 1-7, 2023 Jan. 30-Feb. 6, 2024	CBT	120 minutes each; total 240 minutes	2-4 weeks
Science Diagnostic (Performance Matters)	Grade 5, Grade 8	Aug. 23-Sept. 12, 2023 Feb. 20-March 8, 2024	CBT	50 minutes; total 100 minutes	Immediately following test completion
USH Diagnostic (Performance Matters)	Students enrolled in US History (grade 11)	Aug. 23-Sept. 12, 2023 Feb. 20-March 8, 2024	CBT	50 minutes; total 100 minutes	Immediately following test completion
Biology Diagnostic (Performance Matters)	Students enrolled in Biology (grade 10)	Aug. 23-Sept. 12, 2023 Feb. 20-March 8, 2024	CBT	50 minutes; total 100 minutes	Immediately following test completion
Civics Diagnostic (Performance Matters)	Grade 7	Aug. 23-Sept. 12, 2023	CBT	50 minutes; total 100	Immediately

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Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
		Feb. 20-March 8, 2024		minutes	following test completion
STAR Reading (ELA)	Grades 9-10	Aug. 14-Sept. 29, 2023 Nov. 27, 2023-Jan. 12, 2024	CBT	20 minutes each; total 40 minutes	Immediately following test completion
STAR Math	Students enrolled in Algebra 1 and Geometry	Aug. 14-Sept. 29, 2023 Nov. 27, 2023-Jan. 12, 2024	CBT	20 minutes each; total 40 minutes	Immediately following test completion

6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments[1]			District Assessments[1]			Approximate Total Testing Time (In Minutes)
	Range of Minutes	Median Number of Minutes	% Net Instructional Time[2]	Range of Minutes	Median Number of Minutes	% Net Instructional Time[2]	
VPK	30–60	45	0.10%		0	0	45
K	90–150	120	0.28%	340-380	360	0.83	480
1	90–150	120	0.28%	340-380	360	0.83	480
2	105–150	127.5	0.30%	340-380	360	0.83	487.5
3	560	560	1.30%	340-380	360	0.83	920
4	680	680	1.26%	580-620	600	1.11	1160
5	800	800	1.48%	680-720	700	1.30	1420

[1] In accordance with Senate Bill 2524 § 45 (Chapter 2022-154, § 45, Laws of Florida), the Department must collect from each school district, by grade level, the range and median number of minutes per school year, including as a percentage of net instructional time, students in prekindergarten through grade 5 spend on district-required assessments and coordinated screening and progress monitoring and state-required assessments and coordinated screening and progress monitoring.

[2] The percent net instructional time is based on 43,200 instructional minutes per school year for VPK through grade 3 and on 54,000 instructional minutes per school year for grades 4 through 5, per s. 1011.61, F.S.

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Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)**
6	740	600	1220
7	900	700	1480
8	860	560	1340
9	740	320	940
10	580	380	840
11	160+175/134 [1]	100	440
12	160	0	0

[1] The amount of time for grade 11 statewide assessments will depend on whether a district selects ACT or SAT. If ACT, use 335 minutes (160 + 175) for the grade 11 Statewide Assessments cell. If SAT, use 294 minutes (160 + 134) for the grade 11 Statewide Assessments cell.

Suwannee County School Board Mental Health Counseling Referral

Student Name _____

School _____ Grade _____

Referred by _____ Date_____

Student Referral Pathway:

- ☐ Threat Report
- ☐ Harm To Self
- ☐ Foster Care
- ☐ Involuntary Examination/Baker Act
- ☐ Incarceration of Parent
- ☐ Death of Family Member

Check any areas of concern:

- ☐ aggression
- ☐ academics
- ☐ intent or attempt to harm another person
- ☐ work completion
- ☐ intent or attempt to harm self
- ☐ study/organizational skill
- ☐ fighting
- ☐ impulsive
- ☐ bullying – victim
- ☐ always tired
- ☐ bullying – bully
- ☐ inattentive
- ☐ poor social skills
- ☐ disruptive
- ☐ poor peer relationships
- ☐ worried/anxious
- ☐ family concerns (illness, domestic violence, other_____
- ☐ scared/fearful
- ☐ suspected abuse
- ☐ sadness
- ☐ cries often/easily for age
- ☐ withdrawn/shy
- ☐ self image/confidence
- ☐ depressed
- ☐ personal hygiene
- ☐ defiant
- ☐ lying
- ☐ stealing
- ☐ grief and loss
- ☐ difficulty making friends
- ☐ other: _____
- ☐ alcohol/substance abuse

Referral reviewed by (MH Counselor) _____ Date_____

Informed Parent Consent for SCSB Mental Health Services

When a student experiences mental health challenges, it limits their ability to participate and be successful academically, socially, and emotionally. Your student has been referred for mental health services through the Suwannee County School Board. SCSB Mental Health Counselors provide school based services that are individualized and ongoing for students. These services may include assessing mental health needs in the school environment, individual counseling, group counseling, crisis intervention, and/or referrals as needed. SCSB MH Counselors will work with students on issues such as developing appropriate goals, identifying and implementing effective coping strategies, self awareness and self management, developing resiliency, and working with the student regularly to achieve these goals and be able to successfully implement strategies. Any in depth evaluation or diagnosis will be referred to the appropriate agency.

☐ ***By checking this box, I indicate that I understand the services offered by SCSB Mental Health Counselors.***

When a student is not making progress or the student's challenges need more intensive services, the student may be referred for services with a community provider of mental health services. A referral for services through a community mental health provider outside the school district indicates that school based services have been unsuccessful or are not appropriate. If this occurs, the SCSB Mental Health Counselor will provide a list of mental health providers for the parent/guardian. It is important for the school based mental health counselor to communicate with the community mental health provider. Parents/guardians are not required to authorize sharing of information. However, we strongly encourage you to sign a release of information so the school based counselor and the community mental health provider can work together if needed to best serve your student. When determined to be the most effective way to provide mental health services for your child, through collaboration of the community provider and the school based counselor, the student's mental health services will be returned to the SCSB Mental Health Counselor to facilitate wrap around mental health services and success for the student.

☐ ***By checking this box, I indicate that I understand the services offered through the Suwannee County School Board are not intended as a substitute for medical diagnosis, serious mental health disorders, or medication, which are not the responsibility of the school district. I understand that it is my responsibility to seek different services if necessary for the best interests of my child.***

As required by law, confidentiality in a counseling relationship does not extend to the following circumstances:

Suspected abuse of any kind must be reported to the appropriate authorities immediately.

If a child is threatening serious bodily harm to another person/s, the counselor must notify the School Resource Officer, school administration, and inform the intended victim.

If a child expresses intent to harm himself or herself, the Mental Health Counselor will make every effort to engage the cooperation of the child and their parent/guardian in order to ensure their safety. If we believe the child is in immediate danger, then the SCSB will take measures available under Florida las in order to ensure our child's safety.

☐ ***By checking this box, I am indicating that I understand the importance of confidentiality in a counseling relationship and the limits of confidentiality as outlined above.***

☐ ***By checking this box, I affirm that I am the legal parent/guardian of the child listed below. I have read, understand, and agree to the terms of the SCSB school based counseling informed consent.***

Please check one of the statements below:

☐ ***OPTION 1: I give permission for my child to receive the following selected services offered by the Suwannee County School Board. I understand that I may withdraw permission at any time by written communication requesting the termination of counseling services.***

- ☐ ***individual counseling services***
- ☐ ***group counseling services***

☐ ***OPTION 2: I choose to decline SCSB counseling services for my child at this time.***

Child's Name _____ **School** _____ **Grade**_____

Parent/Guardian Name _____

Parent/Guardian Signature _____

Date _____

SCSB Mental Health Counselor _____

Office Location _____ **Phone Number**_____

Suwannee County School Board Mental Health Services Intake Interview

Date _____

Child's Name _____

School _____ Grade_____

Intake Interview/information provided by _____

Relationship to child: _____

Presenting problem(s):

_____

History of previous mental health concerns:

_____

Diagnoses/diagnosed by:_____

Previous mental health services:

_____

Current medication(s):

_____

Mental health concerns perceived to be _____not serious _____serious _____very serious

What are your expectations from counseling?

_____

What are your expectations of your child and what changes would you like to see in your child?

_____

Adverse Childhood Experiences:

☐ Emotional abuse ☐ Physical abuse ☐ Sexual abuse ☐ Emotional neglect

☐ Physical neglect ☐ Mother abused in home ☐ Parental substance abuse ☐ Parental mental illness

☐ Separation/divorce ☐ Parental Incarceration ☐ Foster Care ☐ Witnessing community violence

☐ Living in unsafe neighborhood ☐ Experiencing racism ☐ Experiencing bullying

ACE score _____

Recommendation of SCSB Mental Health Counselor:

_____ Individual counseling with SCSB _____Group counseling with SCSB _____Referral for counseling w/ other provider

SCSB MH Counselor signature_____ Date_____

Exceptional Student Education

Student Services Office

Private Instructional Personnel (PIP) Parent/Guardian Packet 2023-2024 School Year

DIRECTIONS:

1. Parent/Guardian and PIP read and complete the packet.
2. Remember to provide all the documents listed on page 5.
3. Remember to initial all pages *(Parent/Guardian & PIP)*.
4. Submit the packet to the Student Services Office at the District Office.
5. Once the packet is completed and all documents have been provided and the Private Plan of Care has been reviewed, Student Services will contact the PIP to schedule a meeting to discuss page 8 of the PIP Packet.

   * Approval of the PIP packet takes approximately 30 calendar days when school is in session.
   * Packets can be submitted to the Student Services starting on August 1 of each year.
   * A new packet is required each year.

1740 Ohio Avenue South
Live Oak, FL 32064
(386) 647-4630
(386) 208-8687-Fax

Date Received: _____

Initial: _____

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue South Live Oak, FL 32064 Phone 386-647-4630 or FAX 386-208-8687

Authorization for Release and/or Request for Information

Page 1 Completed by Parent/Guardian

I hereby request and authorize: _____ *(Name of Agency, or Private Provider)*

at _____ *(Address & Telephone#)*

to engage in verbal and/or written communication with and release records to and from **Suwannee County School District** at **1740 Ohio Avenue South Live Oak, FL 32064 1-386-647-4630 (Phone) or 1-386-208-8687 (Fax)** regarding the **information checked below** concerning my child _____ *(child's name)*, whose date of birth is _____ *(DOB)*. I understand that information concerning psychiatric, psychological, medical diagnosis, drug or alcohol abuse, economic status, and educational information regarding my child will be released and/or communicated if indicated below. I further understand that this information might contain information regarding my family, in addition to my child.

_____Treatment Plans
_____Treatment / Discharge Summaries
_____Health / Medical Records
_____Case / Progress / Therapy Notes
_____Student Identification Number
_____Academic / School-related Records
_____Grades
_____Test Scores
_____Attendance
_____Suspensions / Expulsions
_____Exceptional Student Education*(IEP,etc)* / Section 504 Records
_____Other _____

_____ Substance Abuse Treatment Records
_____ Social and/or Developmental History
_____ Psychological and/or Psychiatric Evaluations
_____ Restorative Support Services
_____ Social Support Services (Food, Clothing, Shelter)
_____ Medical Services
_____ Substance Abuse Treatment Records

For the Purpose of:_____

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by the recipient without an additional written consent. I understand this authorization will expire one (1) year after the date signed, or on _____, 20_____, whichever is earlier. A copy of this authorization is valid in lieu of the original. I further understand I may withdraw my consent in writing at any time.

_____ _____
Print Name of Parent / Guardian / Eligible Student Signature of Parent / Guardian / Eligible Student Date

_____
Relationship to Child

*Eligible students *(age 18 or over)* may authorize the release of their education records.

(USE THIS SPACE IF CONSENT IS WITHDRAWN)

I hereby withdraw my previous consent to the release of information about my child.

_____ _____
Date Consent Is Withdrawn *Signature of Parent / Guardian / Eligible Student*

Parent/Guardian _____ PIP _____

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue South Live Oak, FL 32064 Phone 386-647-4630 or FAX 386-208-8687

Application to allow Private Instructional Personnel into a SCSD School

Page 2 to be completed by the student's Parent/Guardian

_____ _____
Print Student's Name *Current School*

_____ _____ _____
Current Grade *Date of Birth* *Primary Eligibility*

I have read Florida Statute 1003.572: Collaboration of public and private instructional personnel.

I request that the following Private Instructional Personnel (PIP) be allowed to provide the service(s) indicated below for my child:

☐ Consultation ☐ Observation ☐ Direct Instruction

_____ _____
Print Private Instructional Personnel's Name *Street Address*

_____ _____
Telephone Number *City, State, Zip*

_____
Email Address

This PIP holds the following credential(s): *(Check all that apply)*

☐ Certified to provide Applied Behavior Analysis service under F.S. § 393.17; or chapter 490 or 491.(If certified under F.S. § 393.17, individual must hold a certification from national Behavior Analyst

Certification Board, Inc. This individual must be a Board Certified Behavior Analyst (BCBA) or a Board Certified Assistant Behavior Analyst (BCaBA).

☐ Speech-Language Pathologist, licensed under F.S. § 468.1185

☐ Occupational Therapists, licensed under part III of F.S. chapter 468

☐ Physical Therapist, licensed under F.S. chapter 486

☐ Psychologist, licensed under F.S. chapter 490

☐ Clinical Social Workers, licensed under F.S. chapter 491

☐ Mental Health Counselor, licensed under F.S. chapter 491

☐ Marriage & Family Therapist, licensed under F.S. chapter 491

As of July 1, 2022, Registered Behavior Technicians will be part of Statute 1003.572

NOTE: The Supervising PIP and Registered Behavior Technician (if applicable) must each complete and submit a packet.

Parent/Guardian _____ PIP _____

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue South Live Oak, FL 32064 Phone 386-647-4630 or FAX 386-208-8687

Application to allow Private Instructional Personnel into a SCSD School

Page 3 to be completed by the student's Parent/Guardian

_____

Print Student's Name

We *(the parent/guardian of the above-named student and the PIP)* understand that the PIP is required to:

- Submit a completed packet for approval to Student Services. The packet will not be processed until it is complete with all required documents on the checklist *(page 4)*. This process can take up to 30 calendar days, when school is in session, and may require additional documents as determined by the school-based/district administration. Requests for additional documents may extend the timeline.
- Comply with Florida Statute 1003.572 requiring certification or licensure;
- Submit to a fingerprint background screening by school district officials at the expense of the person requesting access. *(The screening must have occurred within the last five (5) years.)* Clearance must be obtained prior to services beginning;
- Apply/update vendor badge with the 2023-2024 PIP Packet. PIP is responsible to provide an updated vendor badge to the school. As per page 11 of this packet, a Florida Contractor's Badge cannot be submitted in lieu of a SCSD Vendor Badge; or My SCSD vendor badge expires on _____. I understand that it is my responsibility to provide an updated badge to the school's administrator. If I do not, I understand that I will not be allowed to provide services until an updated badge is provided.
- Submit proof of certification/licensure with the 2023-2024 PIP Packet;
    - My certification/licensure expires on _____. I understand that it is my responsibility to provide updated certification/licensure to The Student Services Office. If I do not, I understand that I will not be allowed to provide services until my updated certification/licensure is provided.
- Sign Confidentiality Statement with the 2023-2024 PIP Packet;
- Sign Communication Agreement with the 2023-2024 PIP Packet;
- Adhere to School Board Policies and any of the school's procedures including, but not limited to, adhering to the school's procedures regarding safety and security to include entering the campus through the single point of entry, signing in and out every time the PIP is on campus, and adhering to scheduled time and location of services to be provided;
- **Agree that at no time can any PIP use any physical intervention with a student on any school campus;**
- Provide a copy of the private plan of care/private behavior plan with the applicable sections highlighted to be implemented within the educational setting;
- Provide a copy of all data collected in the school setting as agreed upon between school and PIP; and,
- Arrange a schedule for services with Student Services.

As the parent/guardian of the above-named student I understand that:

- The collaboration between school staff and the PIP does not change the District's responsibility to provide the student with a free appropriate public education under the Individuals with Disabilities Education Act and that the school and the school alone will continue to be responsible to implement the student's Individual Education Plan, as well as other plans including, but not limited to, behavior and health plans;
- My child's public instructional personnel and the school's principal must consent to the time and location of where services will be provided. In determining the time and date for services to be provided, the principal must adhere to the collective bargaining agreement for instructional employees. Services may be delivered in my child's classroom with the express permission of the principal, subject to the principal's determination that such activity will not be detrimental to the educational process and/or to other students. If the principal initially permits the PIP to provide services in the classroom, the principal may rescind permission if, at a later date, it is determined that the services are disrupting the educational process for the named student and/or other students in the classroom. The parent/guardian and PIP will be informed in writing if they are no longer allowed to provide services in the classroom and/or school settings;
- The parent(s)/guardian is required to sign a release of information form annually so that the school staff and the PIP can communicate regarding services.

CONTINUE ON NEXT PAGE

Parent/Guardian _____ PIP _____

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue South Live Oak, FL 32064 Phone 386-647-4630 or FAX 386-208-8687

Application to allow Private Instructional Personnel into a SCSD School

Page 4 to be completed by the student's Parent/Guardian

_____

Print Student's Name

As the parent of the above-named student I understand that:

- PIPs may not be present during state/district testing;
- At no time shall the PIP act in place of the teacher or ESP in the classroom and will not be left alone with the student to provide supervision unless previously agreed upon by school administration;
- At no time shall a PIP intervene with other students in the classroom;
- At no time shall a PIP take any photographs, audio recordings or videos while in the school setting;
- If the PIP violates any policies and/or procedures, they may be asked not to return to the school's campus to provide services;
- The parent will notify the school immediately if there is a change to the PIP provider; and/or, if the PIP is no longer providing services to the student. If another PIP will be providing services, the Parent/PIP must complete and submit a new packet to Student Services;
- Some goals that are appropriate in another setting may not be able to be implemented in a school setting;
- If your child's IEP team determines that Extended School Year (ESY) is needed for your child to receive FAPE, a new schedule and authorization form for the PIP must be established with staff at the ESY site. Please note as per Statute 1003.572, the student's public instructional personnel and principal consent to the time and place;
- In the event that your child transfers to another school in Suwannee County, it is the parent/guardian's responsibility to notify Student Services Office. The schedule that was previously in place will need to be reviewed and agreed upon by Student Services and the new school in the new setting; and,
- Medicaid billing by the school district will not impact Medicaid billing by the private provider.

The parents/guardian of the relevant minor(s) and undersigned PIP hereby acknowledge that the PIP is not an employee, agent, or assignee of the District School Board of Suwannee County (School Board). The parents/guardian of the relevant minor(s) and PIP further agree that the undersigned PIP does not have an expectation of employment with the School Board. The parent and PIP agree that the undersigned PIP has no right or expectation to the benefits, rights, or protections of an employee of the School Board, including, but not limited to wages, worker's compensation insurance, health insurance, disability insurance, fringe benefits, or any other benefits, rights, or protections afforded to School Board employees by contract or law.

The parents/guardian of the relevant minor(s) and the PIP, hereby agree and acknowledge that the School Board shall in no way be liable for any damages of any nature whatsoever which are caused or materially contributed to by the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned PIP. Furthermore, the parents/guardian of the relevant minor(s), hereby fully release the School Board from any and all damages of any nature whatsoever which relate to, are caused by, or are materially contributed to by the direct or indirect negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned PIP. This release of liability specifically includes, but is not limited to, any and all claims concerning the School Board's supervision, direction, or control of the undersigned PIP, as well as the allowance of the PIP to be present on School Board property or act on School Board property.

The parents/guardian of the relevant minor(s) and the PIP agree and acknowledge that the undersigned PIP shall indemnify, protect, and hold harmless the School Board for any and all damages of any nature whatsoever which are caused or materially contributed to by the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned PIP. In the event that the School Board incurs any costs, legal fees, or losses resulting from claims or judgments arising out of the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned PIP, then such PIP agrees to fully reimburse School Board for the same within thirty (30) days of the School Board's presentation of such costs, fees, or losses to the PIP. The undersigned PIP agrees that any amounts not reimbursed within the contractual thirty (30) day period, will incur monthly interest at the statutory rate applying to judgments in effect at the time that such cost, legal fee, or loss is presented to the PIP.

The School Board specifically reserves any and all rights, benefits, and protections afforded to it by Florida Law, whether it be by statute, administrative law, regulation, general law, or common-law. These protections specifically include, but are not limited to those afforded by Section 768.28, Florida Statutes, sovereign immunity, and any other controlling legal precedent. The parents/guardian of the relevant minor(s) and the PIP agree that the provisions of this agreement, and the application of any relevant laws, are to be construed in a manner that is most favorable to the School Board, so as to provide protection, indemnification, and a release of liability to the School Board.

The undersigned PIP agrees to secure a working knowledge of, and abide by, all School Board policies, rules, and procedures while present on School Board property. The undersigned PIP further understands that any observation, collaboration, or provision of private services under this agreement are subject to the consent of the applicable school principal and public instructional personnel as to time and place.

Parent/Guardian _____ **PIP** _____

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue South Live Oak, FL 32064 Phone 386-647-4630 or FAX 386-208-8687

Application to allow Private Instructional Personnel into a SCSD School

Page 5 Completed by the student's Parent/Guardian and the PIP

_____

Print Student's Name

We, the parent(s)/guardian of the student and the PIP, have read the information contained within and agree with our responsibilities and acknowledge the Indemnification section of this agreement.

The following completed forms are attached to this agreement. We understand that the packet will not be processed until all forms are completed and provided to the Student Services Office. The approval process may take up to 30 calendar days. Any requests by SCSD for additional documentation may extend the timeline.

____ Signed Authorization for the Release of Information Form (pg. 1)

____ Application (pgs. 2-5)

____ 2023-2024 PIP/RBT and Parent Acknowledgement Form (pg. 6)

____ Signed Confidentiality Statement & Communication Agreement (pg. 7)

____ Private Instructional Provider Initiation Checklist (pg. 8)

____ Student Services Office and Florida Statue (pg. 9)

____ Documentation of Licensure/Certification

____ A copy of a Suwannee County issued vendor badge attached to the top of the packet
This verifies the individual has obtained Level 2 security clearance. As per page 9 of this packet, a Florida Contractor's Badge cannot be submitted in lieu of a SCSD Vendor Badge.

____ Private Behavior Plan or Plan of Care
When submitting a behavior plan, it must contain the procedures and strategies to be used with the applicable sections highlighted to be implemented within the educational setting.

____ Check all boxes that apply *(optional - not required)*:

☐ The PIP carries Professional Liability Insurance including sexual molestation coverage

☐ The PIP carries Workers' Compensation Insurance or Medical Insurance

____ The PIP has provided a Certificate of Insurance naming Suwannee County School Board as an additionally insured party.

____ Proof of employment, on company letterhead, identifying the individual employed by the company matching the proof of insurance *(optional - not required)*.

_____ _____

Parent/Guardian's Signature *Date*

_____

Print Parent/Guardian's Name

_____ _____

Private Instructional Personnel's Signature *Date*

_____

Print Private Instructional Personnel's Name

Parent/Guardian _____ PIP _____

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue South Live Oak, FL 32064 Phone 386-647-4630 or FAX 386-208-8687

Parent/Guardian and PIP/RBT Acknowledgement Form

Page 6 Completed by Parent/Guardian & PIP/RBT

Name of Private Provider (PIP/RBT): _____

Name of Student: _____

Completion of this form is a request to provide services to my child/client named above during the 2023-2024 school year.

FOR THE PARENT/GUARDIAN(S):

My signature below indicates an agreement and understanding of the documents.

Initials	Initials	Acknowledgements and Agreements for the 2023-2024 School Year
		I/We, the parent/guardian(s) of the above-named student, understand that the decision regarding the schedule for services in the school setting is determined by the Public Instructional Provider(classroom teacher), Student Services Office and the school-based administrator.
		I/We understand that approvals may take up to 30 calendar days from the date that all the required documents are received by Student Services Office.
		I have provided an Authorization for Release of Information for the 2023-2024 school year to the Student Services Office.
		I/We understand that services in the school setting may be limited and or stopped in order to ensure public safety and comply with the safety protocols put in place in response to a declared state of emergency.

_____ _____ _____

Parent/Guardian Signature *Print Parent's Name* *Date*

_____ _____ _____

Parent/Guardian Signature *Print Parent's Name* *Date*

FOR THE PIP/RBT:

I will implement and comply with all the requirements contained within the completed application for the 2023-2024 school year.

PIP Initials	RBT Initials	Acknowledgements and Agreements for the 2023-2024 School Year
		I/We, the PIP and RBT of the above-named student, understand that the decision regarding the schedule for services in the school setting is determined by the Public Instructional Provider(classroom teacher), Student Services Office and the school-based administrator.
		I/We understand that approvals may take up to 30 calendar days from the date that all the required documents are received by Student Services Office.
		I/We understand that services in the school setting may be limited and or stopped in order to ensure public safety and comply with the safety protocols put in place in response to a declared state of emergency.
		I/We will provide a copy of the data collected in the school setting.

_____ _____ _____

Registered Behavior Technician's Signature *Print Registered Behavior Technician's Name* *Date*

_____ _____ _____

Supervising Behavior Analyst's Signature *Print Supervising Behavior Analyst's Name* *Date*

Parent _____ **PIP** _____

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue South Live Oak, FL 32064 Phone 386-647-4630 or FAX 386-208-8687

Confidentiality Statement and Communication Agreement for Private Instructional Personnel who have access to a Suwannee County School District School

Page 7 to be completed by the Private Instructional Personnel (PIP)

_____ _____

Print Student's Current School *Print Student's Name*

CONFIDENTIALITY STATEMENT: As a Private Instructional Personnel (PIP) providing services to the above-named student in a Suwannee County School District, I acknowledge that certain information about District's students is contained in records created and maintained by the District for which I may access and this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available https://www.suwannee.k12.fl.us/schoolboard. I further acknowledge that I might observe and/or overhear verbal conversations about District's students that are confidential and protected by the above-named Acts and policies. This confidential information cannot be disclosed unless valid consent is obtained from eligible students or their legal guardians. I agree to protect these records in compliance with FERPA, HIPAA, and District's policy.

I acknowledge that I may create and maintain records pertaining to the above-named student and these records, shared with the District, will be maintained and protected by the District in the same manner as District created records.

I agree that I may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). I represent, warrant, and agree that I will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required for this individual student, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded.

To the extent permitted by law, nothing contained herein shall be construed as precluding either I or the District from releasing such information to the other so that each can perform its respective responsibilities.

I understand that a breach of this Confidentiality Statement shall constitute grounds for the District to terminate my access to the above-named student and/or any other student, at the students' school.

COMMUNICATION AGREEMENT: As a non-School Board employee who is being granted access to a School Board employee's classroom, the following guidelines for positive communication and working environment will be adhered to:

- The PIP will not interrupt the teaching and learning occurring in the classroom setting that is being delivered by the teacher and/or the educational support personnel;
- The PIP will provide any feedback/suggestions on implementation of interventions and strategies to the classroom staff in writing or addressed during a pre-arranged conference/collaboration time;
- The PIP will communicate any changes to the pre-approved/agreed upon schedule to the classroom teacher. If administration requests to be included in this communication regarding schedule changes, the PIP will comply;
- The PIP will not be present for any state or district testing;
- The PIP will not intervene with any other students in the classroom other than the individual student identified above;
- The PIP will not be responsible for supervision of the student identified above;
- The PIP will share a copy of their private Plan of Care/Behavior Intervention Plan and any revisions;
- The PIP will not audiotape, audio file, video or photograph while on the school campus; and,
- The PIP will provide copies of all data collected in the school setting as agreed upon between the PIP and the school.

_____ _____ _____

Private Instructional Personnel's Signature *Print Private Instructional Personnel's Name* Date

_____ _____

SCSD Student Services Office Designee's Signature *Date Signed Statement was received*

Parent/Guardian _____ PIP _____

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue South Live Oak, FL 32064 Phone 386-647-4630 or FAX 386-208-8687

Private Instructional Provider Initiation Checklist

Page 8 to be completed by Student Services Office

Print Student's Current School

Print Student's Name

Supervising Behavior Analyst conducted an observation of the student in the school setting. Date of Observation_____

_____ Private Instructional Personnel and school staff reviewed the School Board's IEP and PBIP *(when applicable)* and the private behavior plan or plan of care.

_____ School staff collaborated with ESE Department for Behavior/SLP/OT/PT to ensure that private and school-based PBIPs *(when applicable)* or plan of care are aligned and there are no anticipated conflicts between the plans.

_____ In the event that there are any interventions on the private behavior plan or plan of care that cannot be implemented in the school setting, the Private Instructional Personnel agrees not to implement these interventions in the school setting. If the PIP is supervising an RBT, this will be communicated to the RBT.

_____ A system is created for the exchange of information between the PIP and the school. School-based staff and PIP will discuss the system to be used which will be: _____

_____ Reviewed school procedures to include school safety protocols.

_____ A SCSD staff member MUST be present when an RBT is providing services.

_____ As per the statute, SCSD and public instructional personnel have consented to the following time and place for the PIP and/or RBT to provide services *(to be completed by SCSD)*.

	Monday	Tuesday	Wednesday	Thursday	Friday
Time					
Place					

Private Instructional Personnel's Signature

Print Private Instructional Personnel's Nome

Date

SCSD Student Services Office Designee's Signature

Date Signed Statement was received

Parent/Guardian _____ PIP _____

All vendors must follow the district's guidelines which can be found on the district website at https://www.suwannee.k12.fl.us/

All vendors are required to be re-fingerprinted every five (5) years.

As per the District's Support Services, a Florida Public Schools Contractor's Badge cannot be submitted in lieu of the SCSD Vendor Badge.

- As per Florida Statute 1012.467, a Florida Public Schools Contractor's Badge allows the person to have access to school grounds when students are present. ***It does not allow the PIP/RBT to have direct contact with students.***
- As per Florida Statute 1012.465, the Vendor Badge issued by Suwannee County School District allows the PIP/RBT to have access to school grounds when students are present and direct contact with students because the applicant has met level 2 screening requirements.

If you do have a Florida Contractor's Badge, please contact SCSD Student Services Department to discuss the process for applying for a SCSD Vendor Badge.

Title XLVIII EARLY LEARNING-20 EDUCATION CODE | **Chapter 1003** PUBLIC K-12 EDUCATION | **View Entire Chapter**

1003.572 Collaboration of public and private instructional personnel.—

(1) As used in this section, the term "private instructional personnel" means:

(a) Individuals certified under s. 393.17 or licensed under chapter 490 or chapter 491 for applied behavior analysis services as defined in 627.6686 and ss. 641.31098.

(b) Registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals described in paragraph (a) by assisting and supporting such individuals in the provision of applied behavior analysis services. To provide services under this section, a registered behavior technician must be employed by an enrolled Medicaid* provider.

(c) Speech-language pathologists licensed under s. 468.1185.

(d) Occupational therapists licensed under part III of chapter 468.

(e) Physical therapists licensed under chapter 486.

(f) Psychologists licensed under chapter 490.

(g) Clinical social workers licensed under chapter 491.

(2) The collaboration of public and private instructional personnel shall be designed to enhance but not supplant the school district's responsibilities under the Individuals with Disabilities Education Act (IDEA). The school as the local education agency shall provide therapy services to meet the expectations provided in federal law and regulations and state statutes and rules. Collaboration of public and private instructional personnel will work to promote educational progress and assist students in acquiring essential skills, including, but not limited to, readiness for pursuit of higher education goals or employment. Where applicable, public and private instructional personnel shall undertake collaborative programming. Coordination of services and plans between a public school and private instructional personnel is encouraged to avoid duplication or conflicting services or plans.

(3) Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel must be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting according to the following requirements:

(a) The student's public instructional personnel and principal consent to the time and place.

(b) The private instructional personnel satisfy the requirements of s. 1012.32 or s. 1012.321.

For the purpose of implementing this subsection, a school district may not impose any requirements beyond those requirements specified in this subsection or charge any fees.

(4) The provision of private instructional personnel by a parent does not constitute a waiver of the student's or parent's right to a free and appropriate public education under IDEA.

Parent/Guardian _____ **PIP** _____

Light Duty Assignment and Pay

Employee's Name _____

This document is to confirm that Suwannee County School District will temporarily accommodate your physical work restrictions as outlined by your workers' compensation provider on the DWC25, dated on _____ by modifying your regular job of _____.

Work Restrictions:

_____

_____

Work Hours:

Monday _____ a.m. to _____ p.m. Hours/per day: _____

Tuesday _____ a.m. to _____ p.m. Hours/per day: _____

Wednesday _____ a.m. to _____ p.m. Hours/per day: _____

Thursday _____ a.m. to _____ p.m. Hours/per day: _____

Friday _____ a.m. to _____ p.m. Hours/per day: _____

You will be paid your regular wages of $_____ per day.

Work Location:

_____

Should you experience any difficulties' while performing your duties, you are to report them to your supervisor immediately. If you are unable to come into work, for whatever reason, you must call your supervisor or Lorie Norris, in Risk Management, at 386-647-4608.

Please note that physical therapy and doctor appointments should be scheduled around work hours, if possible.

Employee's Signature: _____ **Date:** _____