

AGENDA

TENTATIVE BUDGET HEARING

GADSDEN COUNTY SCHOOL BOARD  
MAX D. WALKER ADMINISTRATION BUILDING  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351

July 28, 2022

6:00 P.M.

THIS TENTATIVE BUDGET HEARING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING – Tentative Budget and Millage Rate
  - a. Approval of Resolution Number 22-01 for the Tentative Millage Rates for the 2022 – 2023 fiscal year  
  
Fund Source: General Fund and Capital Project  
Amount: Refer to millage rates and amounts stated on the Resolution  
  
ACTION REQUESTED: The Superintendent recommends approval.
  - b. Approval of Resolution Number 22-02 for the 2022 -2023 Tentative Budget for fiscal year 2022 – 2023  
  
Fund Source: All Funds Budget  
Amount: Refer to tentative budget  
  
ACTION REQUESTED: The Superintendent recommends approval.
5. AGREEMENT/CONTRACT/PROJECT APPLICATIONS
  - a. Memorandum of Understanding between the Gadsden County School Board and North Florida Medical Centers, Inc. - **SEE PAGE #3**  
  
Fund Source: N/A  
Amount: N/A  
  
ACTION REQUESTED: The Superintendent recommends approval.

- b. Memorandum of Understanding between Elder Care Services and the Gadsden County School Board – **SEE PAGE #7**

Fund Source: IDEA Grant  
Amount: \$3,700.00 / month

**ACTION REQUESTED:** The Superintendent recommends approval.

- c. Contractual Agreement between the School Board of Gadsden County and Speech and Dysphagia Consulting Group, LLC, Erika Raines – **SEE PAGE #14**

Fund Source: FEFP Dollars  
Amount: \$59.00 per hour

**ACTION REQUESTED:** The Superintendent recommends approval.

- d. Cooperative Agreement between Gadsden County School Board and Panhandle Therapy Center – **SEE PAGE #19**

Fund Source: N/A  
Amount: N/A

**ACTION REQUESTED:** The Superintendent recommends approval.

- e. Agreement between The Stepping Stones Group and The Gadsden County School Board – **SEE PAGE #27**

Fund Source: FEFP Dollars  
Amount: \$58.00 – 61.00 per hour

**ACTION REQUESTED:** The Superintendent recommends approval.

- f. Insurance Proposal and Rates for the 2022 – 2023 Fiscal Year – **SEE PAGE #35**

**ACTION REQUESTED:** The Superintendent recommends approval.

- 6. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 7. SCHOOL BOARD REQUESTS AND CONCERNS
- 8. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 5a

Date of School Board Meeting: July 28, 2022

TITLE OF AGENDA ITEM: Memorandum of Understanding between the Gadsden County School Board and North Florida Medical Centers, Inc.

DIVISION: Elementary

X This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:  
(Type and Double Space)

*The purpose of this agreement between the School Board of Gadsden County and North Florida Medical Centers, Inc. (NFMC) is to provide preventive dental care which includes exams, cleanings, fluoride treatments and sealants for school-aged children in grades Pre-K -5<sup>th</sup> that attend Gadsden County elementary schools at no cost to parents, guardians, or the school board.*

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Tammy McGriff Farlin, EdS

POSITION: Assistant Superintendent for Academic Services *EF For TMF*

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INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

**Memorandum of Understanding between Gadsden County School Board and North Florida  
Medical Centers, Inc.**

This Agreement is made and entered into on July \_\_\_\_, 2022, by North Florida Medical Centers, Inc., a Federally Qualified Health Centers, (hereinafter referred to as “NFMC”), and **The School Board of Gadsden County, Florida**, a government entity, (hereinafter referred to as “School Board”), as follows:

**RECITALS**

WHEREAS, NFMC is a Florida non-profit organization that qualifies for tax-exempt status under IRS 501(c) (3); and

WHEREAS, NFMC owns and operates a Mobile Dental Clinic in Gadsden County, the purpose of which is to provide preventive dental care which includes exams, cleanings, fluoride treatments and sealants for school-aged children in grades that may include pre-K-5<sup>th</sup> that attend Gadsden County elementary schools at no cost to parents, guardians or the school board; and

WHEREAS, NFMC desires to coordinate with the School Board for the purpose of providing said dental services to the children attending the Gadsden County School system, whose parents consent to the delivery of said services to their children.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed as follows:

**AGREEMENT**

(1) This Agreement shall commence on August 1, 2022 and shall terminate on July 31, 2023. Either party may terminate this Agreement, for any reason, upon thirty (30) days written notice to the other party.

(2) The School Board agrees that NFMC shall be permitted to use Mobile Dental Equipment to set up a dental Clinic within Gadsden County elementary schools. The equipment is owned by NFMC and on school property for the purpose of NFMC providing preventive dental care, which includes exams, cleanings, fluoride treatments, and sealants for school-aged children in grades that may include K-5<sup>th</sup> grade, whose parents have consented in writing to the delivery of said dental services to their children by NFMC at no cost to parents, guardians or the school board.

(3) NFMC represents that it has in effect and agrees that it shall maintain at all times, while this Agreement remains in effect, liability insurance with a minimum limit of no less than \$1,000,000.00. The School Board shall be added as a named insured under such coverage. NFMC will supply a copy of said policy upon a request from the School Board.

(4) NFMC hereby agrees to indemnify, hold harmless, release, acquit, discharge and defend at its sole cost and expense the School Board, its Superintendent, Board Members, employees and agents, or any other person associated with the School Board, their successors and assigns, from and against all claims, costs, losses, damages, obligations, judgments, attorneys’ fees and attachments caused by, arising from, or resulting from the operation of NFMC or its employees, contractors, agents or any other individuals acting on behalf of NFMC of the dental equipment and the delivery of dental services to students while on property owned by the School Board, caused by NFMC’s negligence.

(5) Pursuant to Florida Statutes Section 1012.465, commonly known as "The Jessica Lunsford Act," any officers, directors, employees, volunteers, providers or agents of NFMC, or any other individuals acting on behalf of NFMC, who are permitted access on school grounds when students are present or who have direct contact with students of Gadsden County schools shall comply with the Jessica Lunsford Act. NFMC will provide the School Board fingerprinting records for all individuals noted above.

(6) The school principal shall have the final decision regarding the scheduling of dental services at the school.

### **ASSIGNMENT and AMENDMENTS**

Neither this Agreement nor any right created hereby shall be assignable by either party without the prior written consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement. This Agreement may be amended or modified at any time and in all respects by written mutual agreement by the parties.

### **NOTICES**

Any notice, communication, request, reply, or advice (hereinafter severally and collectively called "notice") in this Agreement provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same in person to such party. Notice deposited in the mail in the manner hereinabove described shall be effective only if and when received by the parties to be notified at the addresses indicated on the signature page.

### **PARTIES IN INTEREST**

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their successors and assigns.

### **INTEGRATED AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein or herein provided for.

### **CHOICE OF LAW**

It is the intention of the parties that the laws of the State of Florida should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties consent and agree that venue for any legal proceedings arising from the Agreement shall be Leon County, Florida.



**ATTORNEYS FEES**

The prevailing party to a dispute between or litigation among, any of the parties, if said dispute or litigation relates to this agreement, shall be entitled to reimbursement from the non-prevailing party or parties for such prevailing parties' reasonable costs and expenses, including reasonable attorneys' fees. For purposes of this agreement, the prevailing party shall be deemed to be that party who obtains substantially the results sought, whether by settlement, mediation, arbitration, dismissal or judgment. For purposes of this agreement, the terms reasonable attorneys' fees shall include without limitation the actual attorneys' fees incurred in retaining counsel for advice, negotiations, suit, appeal, or any other legal proceedings, including mediation and arbitration

**RECORDS**

To the extent that NFMC meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Provider must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:

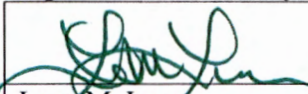
1. Keep and maintain public records required by the School Board to perform service.
2. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of NFMC or keep and maintain public records required by the School Board to perform the service. If NFMC, transfers all public records to the School Board upon completion of the contract, NFMC, shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NFMC, keeps and maintains public records upon completion of the contract, NFMC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**ENTIRE AGREEMENT**

The foregoing constitutes the entire agreement and understanding of the parties on the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

This agreement is executed on July \_\_, 2022.

Signed and executed by:

 Lane M. Lunn President / CEO North Florida Medical Centers, Inc.	
<b>ATTEST:</b>	<b>The School Board of Gadsden County, FL</b>
By: _____	By: _____
Elijah Key Superintendent	Printed Name: Leroy McMillan Title: Board Chairperson

**SUMMARY SHEET**

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 5b

**DATE OF SCHOOL BOARD MEETING:** July 28, 2022

**TITLE OF AGENDA ITEM:**

Memorandum of Understanding between Elder Care Services and the Gadsden County School Board

**DIVISION:**

Exceptional Student Education

Yes This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

The purpose of providing its Volunteers with meaningful service opportunities with clients of the District. All services expected must conform to the regulations governing the National Foster Grandparent Program as published in the Federal Register.

**FUND SOURCE:** IDEA Grant

**AMOUNT:** \$3,700.00/month

**PREPARED BY:** Kesandra Brown 

**POSITION:** Director of Exceptional Student Education and Student Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 6

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

*Handwritten initials and signature: "ET For TME"*



## Memorandum of Understanding

Elder Care Services, Inc., Foster Grandparent Program enters into this agreement with the Gadsden County School Board (hereafter referred to as the Station) for the purpose of providing its Volunteers with meaningful service opportunities with clients of the Station. All services expected must conform to the regulations governing the National Foster Grandparent Program as published in the Federal Register.

This agreement shall be in effect for the school year period beginning August 1, 2022 and ending June 30<sup>th</sup>, 2023 unless otherwise requested.

Each party has designated the following persons to serve as liaison for their respective organizations and all formal communications shall be conducted with their knowledge.

Station Representative:	<u>Kesandra Brown</u>
Position Held:	<u>Program Director</u>
Program Representative:	<u>Jay Gabor</u>
Position Held:	<u>Director of Volunteers</u>

### Section I

**Elder Care Services, Inc., Foster Grandparent Program agrees to:**

1. Designate a Program Coordinator to serve as liaison with the Station.
2. Recruit, interview and enroll volunteer(s) to maintain THIRTY-FIVE (35) IN K-12 and Pre-K volunteer position(s) and volunteer positions at the Station. The volunteer(s) will provide services as directed by the Station to clients assigned to them by Station staff.
3. Provide not less than 40 hours of orientation and training – of which 20 hours must be pre-service orientation – and an average of 4 hours monthly of in-service training. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as needed
4. Work with the Station supervisor of the volunteer(s) regarding the volunteers' interactions with clients according to criteria and procedures to be jointly agreed upon by the Station and the Program (Assignment Plan). It is understood that the Station has the authority to direct, schedule, instruct, and coordinate the activities of all volunteers assigned to it.
5. Prior to placement, all Foster Grandparent (FGP) Volunteers will be pre-screened in accordance with federal and state guidelines, including: National Sexual Offender Public Website (NSOPW) and Level II



Criminal History Checks in accordance with the Corporation for National Service Guidelines. If sites are required to conduct background checks or rechecks specific to Florida Statutes that govern their station it is the sole responsibility of the station to conduct these checks. Personal references and prior employment may be checked if needed.

6. Furnish adequate accident and liability insurance coverage as required by the Senior Service Corps guidelines.
7. Arrange physical examinations for all volunteers, initially prior to assignment, and annually thereafter.
8. In cooperation with the Program Advisory Council arrange, for appeal procedures to resolve problems arising between volunteers, the Station and/or the Program.
9. Retain full responsibility for the management and fiscal control of the project.
10. Ensure a written Letter of Agreement is signed authorizing in-home service by the volunteer(s). Ensure a plan specifying activities to be performed by the volunteer is current.
11. Provide the Station with a Statement of Service on a monthly basis.
12. Monitor travel site expense to ensure that transportation costs are incurred through volunteer assignments and volunteer service. Provided there are sufficient funds available, project funds cover a limit of \$89 (200 miles @ 44.5 cents per mile) per volunteer per month.
13. Establish a probationary period of three (3) months or 90 calendar days within which newly assigned volunteers shall be evaluated as to their performance. Acceptance of an assigned volunteer beyond this period shall constitute an agreement of satisfactory performance unless otherwise communicated in writing prior to the end of this probationary period.

## **SECTION II**

### **The Station agrees to:**

1. Designate Station Representative (above) to act as liaison with the Program.
2. Designate a person to supervise the day-to-day activities of the volunteer(s) and evaluate their performance. Assist in documenting performance problems of the volunteer and work with Program staff on determining and implementing corrective disciplinary procedures.
3. Inform the Program of the Station's acceptance of a volunteer at the end of the three (3) months probationary period. Further, the station should notify the Program of problems with the performance of any volunteer during the probationary period or at any time necessary for the satisfactory delivery of services to Station clients.

4. Direct and arrange schedules for the volunteer(s) that utilizes their skills and training.
5. Provide for adequate health and safety protection of volunteers. In consultation with the Program, make investigations and reports regarding accidents and injuries involving volunteers.
6. Assist the Program staff in responding to emergencies that may occur when volunteers are on duty.
7. Assist the Program in developing and implementing the necessary record keeping and communications systems required by both parties.
8. Collect and validate appropriate volunteer reports for submission to the Program, i.e., time sheets, travel vouchers, Assignment Plans, Outcome Forms, evaluations, etc.
9. Develop or utilize existing Assignment Plans with specific goals and objectives for services to each Station client.
10. Inform the Program in a timely fashion of problems that may develop between volunteers and Station staff or Station clients.
11. Allow the Program staff access to volunteer sites or client information as necessary in the conduct of the Program's monitoring responsibility, within the confidentiality restrictions imposed by the Station.
12. Facilitate each volunteer first visit when assigned to a new Station client.
13. Participate in training for teachers or other Station staff conducted or sponsored by the Program to improve the delivery of services to Station clients and to improve the communication and the relationship between the parties concerned.
14. Assist in recruitment, orientation instruction and other project related activities to enhance services to Station clients.
15. Have the right to request the Program to reassign the volunteer at any time.
16. Provide suggested donation/in-kind contribution(s) of non-federal funds for share of cost to the Program:  
  

<u>Volunteer Support</u>	<u>\$3,700.00/month for 9 months of the school year only</u>
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17. Ensure that Foster Grandparents serve in a volunteer capacity and verify that they will not displace paid or contracted employees.
18. Maintain programs and activities to which Foster Grandparents are assigned are accessible to persons with disabilities, limited English proficiency, and provide reasonable accommodations to allow

participation. The Volunteer Station will maintain the programs and activities to which Foster Grandparents volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities

19. The volunteer station will not discriminate against Foster Grandparents on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation, age, political affiliation, religion, or disability or on the basis of disability, if the volunteer is a qualified individual with a disability.
20. The station verifies that it is a public agency, secular or faith-based private non-profit organization, or proprietary health care organization that accepts the responsibility for assignment and supervision of Foster Grandparents. Each volunteer station must be licensed or otherwise certified, when required, by the appropriate state or local government.
21. Volunteers are prohibited from engaging in political activities while on duty or resulting in identification or involvement of the volunteer project with the political activity. Prohibited political activities include: electoral activities, voter registration, voter transportation to polls, and efforts to influence legislation and labor or anti-labor organizations or related activities.
22. Volunteers may not give religious instruction, conduct worship services, or engage in any form of religious practice while on duty.
23. Elder Care Services and its employees, nor any volunteer station, may request or receive compensation from the beneficiaries of Senior Corps volunteers. No volunteer can receive a fee for service from the service recipients, their legal guardians, members of their families, or friends.

### **SECTION III**

#### **The Program and Station mutually agrees:**

1. Termination at will.

This Agreement may be terminated by either party upon no less than thirty (30) days written notice with or without cause.

2. It is understood that the volunteer assignments are not contingent upon a voluntary donation from the station or upon a prescribed amount of donation.
3. Re-negotiation or modification.

Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed. The parties agree to re-negotiate this Agreement if Federal and/or State revision of any applicable laws or regulations make changes in this agreement necessary.



If the number of volunteers stated in this contract remains inaccurate for four or more months, an addendum should be signed to adjust the amount of volunteers to a more consistent and mutually agreeable number.

- 4. **Special Provisions:** All volunteers must sign the COVID-19 Foster Grandparent Statement of Understanding before any service may begin.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**Elder Care Services, Inc.**  
Senior Volunteer Programs

Station

BY: Jay Gabor

BY: \_\_\_\_\_

SIGNATURE: 

SIGNATURE: \_\_\_\_\_

TITLE: Director of Volunteers

TITLE: \_\_\_\_\_

ADDRESS: 2518 W. Tennessee St.

ADDRESS: \_\_\_\_\_

Tallahassee, FL 32304

DATE: 7/20/2022

DATE: \_\_\_\_\_

**This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.**

**Elder Care Volunteer Coordinator**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Chairman of the Gadsden County District Board**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Superintendent of Gadsden County School District**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 5c

**DATE OF SCHOOL BOARD MEETING:** July 28, 2022

**TITLE OF AGENDA ITEM:**

Contractual agreement between The School Board of Gadsden County and Speech and Dysphagia Consulting Group, LLC, Erika Raines.

**DIVISION:**

Exceptional Student Education

**Yes** This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

This agreement with Speech and Dysphagia Consulting Group, LLC, Erika Raines will provide Speech/Language services (including, but not limited to intervention services, assessments, evaluations, counseling, consulting, collaboration, and support to families, school staff and administrators).

**FUND SOURCE:** FEFP Dollars

**AMOUNT:** \$59.00 per hour

**PREPARED BY:** Sharon B. Thomas *SBT*

**POSITION:** Director of Exceptional Student Education and Student Services

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

SCHOOL BOARD ATTORNEY: page(s) numbered \_\_\_\_\_

This form is to be  duplicated on light blue paper.

*BT*  
*FOR TME*

## **INDEPENDENT CONTRACTOR SPEECH-LANGUAGE PATHOLOGIST AGREEMENT**

THIS AGREEMENT made and entered into on the date last written below, by and between Gadsden County School District (hereinafter "Employer"), and Speech and Dysphagia Consulting Group, LLC, an independent contractor (hereinafter "Contractor");

WHEREAS, the Employer desires to retain the services of Contractor, and Contractor desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

### **SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED**

**1.1** **Term.** Employer agrees to hire Contractor, at will, for a term commencing on August 10, 2022 and continuing until June 30, 2023 or until terminated in accordance with Section 4 of this agreement.

**1.2** **Duties.** Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Contractor's duties shall include the following:

1. Perform speech-language therapy services in accordance with the Individual Education Plan (IEP) for each individual student
2. Set up appropriate treatment plans and establish short- and long-term goals and objectives for inclusion on the Individual Education Plan.
3. Assist with selection and/or modifications of classroom environment to meet the student's needs.
4. Instruct the student and teacher in activities that facilitate optimal progress towards goals.
5. Assist instructors regarding carry over of appropriate treatments through demonstration and supervision in the classroom, as appropriate.
6. Share information regularly with the teacher who coordinates the IEP of identified students.
7. Check in with building office/principal upon entering and leaving the building and complete the Service Logs.
8. Prepare clinical and progress notes for incorporation into the educational records of the students receiving therapy no less often than monthly.
9. Provide professional liability insurance for Speech-Language Therapy which will hold harmless the school district for possible incidents which may occur during treatment provided by contractor.
10. Conform to all applicable policies and procedures of the Gadsden County School District and the Florida Regulatory Statutes.
11. Not attempt to collect for therapy services from either student, family, or any governmental, private, or public agency other than the Gadsden County School District during the

period of this contract. 12. Meet the certification and qualification requirements for Speech-Language Pathologist.

13. Submit biweekly a prepared statement of charges and weekly individual student service logs to the Gadsden County School District.

Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of her ability, and in the best interest of the Employer.

## **SECTION 2 – CONFIDENTIALITY**

**2.1 Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Contractor. Contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term "confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Contractor on a non-confidential basis, provided that the source of such information was not known by Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Contractor or any of Contractor's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction

Contractor is subject and that have the legal right to inspect the files that contain the Confidential Information, and Contractor will advise Employer promptly upon such disclosure.

- 2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.
- 2.4 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

### **SECTION 3 – COMPENSATION**

- 3.1 Compensation.** In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to Erika Raines the amount of \$59 per hour for 35-40 hours per week. Full payment is expected within 14 days of accurate invoice. Late payment will be considered a breach of contract.
- 3.2 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

### **SECTION 4 - TERMINATION**

- 4.1** Employer or Contractor may terminate this Agreement no earlier than 30 days after receiving written notice. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor.

### **SECTION 5 - INDEPENDENT CONTRACTOR STATUS**

- 5.1** Contractor acknowledges that she is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner beyond the terms of this Agreement, nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2 Assignment.** The Contractor shall not assign any of her rights under this agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Employer.

**SECTION 6 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

- 6.1 Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 6.2 Contractor represents that she is licensed by the appropriate licensing agency for the Speech-Language Pathology profession and that she is in good standing with such agency.

**SECTION 7 - MISCELLANEOUS PROVISIONS**

- 7.1 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.2 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida.
- 7.3 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.4 **Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
School Board Chairman

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Independent Contractor  
Erika Raines-president of Speech and Dysphagia  
Consulting Group, LLC



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 5d

**DATE OF SCHOOL BOARD MEETING:** July 28, 2022

**TITLE OF AGENDA ITEM:**

**Cooperative Agreement between Gadsden County School Board and Panhandle Therapy Center**

**DIVISION:**

**Exceptional Student Education**

Yes This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

**This agreement provides mental health counseling services to identified students within the Gadsden School District.**

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Kesandra Brown



**POSITION:** Director of Exceptional Student Education and Student Services

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

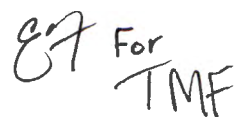
SUPERINTENDENT'S SIGNATURE: page(s) numbered 3, 4, 7

CHAIRMAN'S SIGNATURE: page(s) numbered 3, 7

SCHOOL BOARD ATTORNEY: page(s) numbered \_\_\_\_\_

**This form is to be  duplicated on light blue paper.**

REVIEWED BY: \_\_\_\_\_





July 18, 2022

Gadsden County School Board  
Blountstown, FL 32424

Dear School Board:

We are pleased to provide you with a draft Memorandum of Understanding (MOU) between Gadsden County Schools and Panhandle Therapy Center (PTC) for review and comment. Feel free to make changes you deem necessary and return your comments to me at the address below or by return email. This MOU delineates services and supports that Panhandle Therapy Center offers Gadsden County Schools' students requiring behavioral health and other services. Under this MOU, PTC provides a full continuum of clinical therapeutic services for youth and families ranging from individual and family counseling to more intensive psychiatric services and medication management.

We welcome your input and look forward to engaging in a strong partnership with the Gadsden County School District to assist in ensuring that any child needing behavioral health care services is provided those services in a timely, caring and professional manner.

Please contact Heather King, CEO/Clinic Director, at your earliest convenience if you have any questions or require any additional clarification at [hking@panhandletherapycenter.com](mailto:hking@panhandletherapycenter.com) or (850) 674-8888.

We thank you for the opportunity to serve students and families in your district.

Sincerely,

Heather King, LCSW  
CEO/Clinical Director

20274 CENTRAL AVE W, BLOUNTSTOWN, FL 32424  
p 850.674.8888 f 850.237.1223 [www.panhandletherapycenter.com](http://www.panhandletherapycenter.com)

## **MEMORANDUM OF UNDERSTANDING**

WHEREAS, Gadsden County Schools and Panhandle Therapy Center, Inc. (PTC) a Florida-based, AHCA- licensed Community Behavioral Health Clinic, desire to enter into a Memorandum of Understanding setting forth the services to be provided to students in the Gadsden County School system:

### **PURPOSE**

The purpose of this memorandum is to set forth the conditions of service with Gadsden County School students. PTC will provide Mental Health services to the students needing those services. Referrals accepted by PTC shall be performed within the scope and limitations set forth in the Plan of Treatment developed by the treatment team.

### **GADSDEN COUNTY SCHOOLS and PTC AGREE AS FOLLOWS:**

1. PTC agrees to provide services for mental health and co-occurring disorders to Gadsden County School students referred for assessment and/or treatment.
2. PTC will provide high quality therapists to serve Gadsden County school students in both the home and school settings.
3. Students are accepted for treatment by PTC and PTC's staff shall not refuse to provide treatment because of age, race, color, handicap, sex, or national origin.
4. Services and treatment shall be provided to the student in response to a request for assessment and/or treatment and in accordance with a written plan of treatment developed by the treatment team.
5. A space at Gadsden County Schools will be provided for PTC staff to meet with students for assessment and treatment.
6. Referrals may be made by school staff to PTC for assessment and/or treatment. Reports to school staff regarding students' progress will be made available either by meeting with PTC at the school or requesting a written report from PTC's staff, with client and/or family permission.
7. Gadsden County Schools and PTC acknowledge and declare that it is their specific intention that PTC is to provide services as an Independent Contractor. All PTC staff providing services shall be independently insured, and have had background screening completed.
8. This Memorandum of Understanding shall be valid for 12 months and shall begin August 1, 2022 and end July 31, 2023.


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2022 – 2023

Memorandum of Understanding  
Gadsden County Schools and Panhandle Therapy Center

- 9. This Memorandum of Understanding may be cancelled or terminated with 30 days written notice to or by either party.
- 10. Questions regarding services at the school will be directed to Mrs. Heather King, PTC CEO/Clinic Director in Blountstown, FL at [hking@panhandletherapycenter.com](mailto:hking@panhandletherapycenter.com) or (850) 674-8888.

This Memorandum of Understanding is respectfully executed and submitted by:

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Superintendent of Schools Gadsden County Schools	<div style="text-align: center;">  </div> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Heather M King, LCSW CEO, Clinic Director Panhandle Therapy Center, LLC
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 Date

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 Date

This Memorandum of Understanding is agreed to by:

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 Gadsden County Schools

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 Date

**PANHANDLE THERAPY CENTER, LLC  
AND  
GADSDEN COUNTY SCHOOL DISTRICT**

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between PANHANDLE THERAPY CENTER, LLC and GADSDEN COUNTY SCHOOL DISTRICT.

The purpose of the agreement is to facilitate the collection, analysis, and sharing of data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the community. Specifically, by sharing data, PANHANDLE THERAPY CENTER, LLC and GADSDEN COUNTY SCHOOL DISTRICT can identify barriers, leverage existing resources, and coordinate overall care to better serve the community.

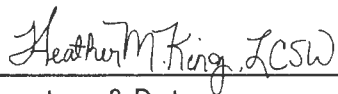
GADSDEN COUNTY SCHOOL DISTRICT, PANHANDLE THERAPY CENTER, LLC, and its subcontracted providers shall exchange data and information related to shared clients in an effort to better coordinate care. The data and information shall be used to ensure collaboration of care and to improve outcomes for the individual. This data may include personally identifiable information such as names, date of birth, gender, and ethnicity as well as other pertinent information. If PANHANDLE THERAPY CENTER, LLC and GADSDEN COUNTY SCHOOL DISTRICT will be sharing Protected Health Information (PHI), the attached HIPAA Business Agreement must be completed.

PANHANDLE THERAPY CENTER, LLC and its officers, employees, agents, representatives, contractors, or subcontractors agree to share student information with GADSDEN COUNTY SCHOOL DISTRICT, in full compliance with state and federal confidentiality requirements, particularly Family Education Rights and Privacy Act (FERPA)/FL Statutes 1002.22 and 1002.221, to provide and improve services and resources needed to meet the needs of children, families, and caregivers; to achieve continuous improvement across programs; and to improve the level of educational achievement for children served by both entities.

\_\_\_\_\_  
GADSDEN COUNTY SCHOOL DISTRICT

Heather M. King, LCSW, CEO/DIRECTOR  
PANHANDLE THERAPY CENTER, LLC

\_\_\_\_\_  
Signature & Date

  
\_\_\_\_\_  
Signature & Date



## HIPAA BUSINESS ASSOCIATE AGREEMENT

*This Agreement contains the terms and conditions governing the Agency's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Agency, also called "Business Associate."*

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between Panhandle Therapy Center, LLC ("Covered Entity") and Gadsden County Schools (the "Business Associate").

**I. Term.** This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

**II. HIPAA Assurances.** In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;*
- (b) Not use or further disclose the PHI, except as permitted by law;*
- (c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;*
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;*
- (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;*
- (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;*
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;*
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;*

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2022 – 2023

Memorandum of Understanding  
Gadsden County Schools and Panhandle Therapy Center

- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;*
- (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and*
- (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.*

**III. Termination Upon Breach of Provisions.** Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

**IV. Return or Destruction of Protected Health Information upon Termination.** Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

**V. No Third-Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

**VI. De-Identified Data.** Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

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2022 – 2023

Memorandum of Understanding  
Gadsden County Schools and Panhandle Therapy Center

**VII. Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

**VIII. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

**IX. Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

**X. Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

**COVERED ENTITY**

Signature Heather M. King, LCSW Date \_\_\_\_\_

Print Name Heather King for PTC, LLC Title: CEO/Director

**BUSINESS ASSOCIATE**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

\_\_\_\_\_  
Superintendent of Schools  
Gadsden County Schools

Heather M. King, LCSW  
Heather M King, LCSW  
CEO, Clinic Director  
Panhandle Therapy Center, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 5e

DATE OF SCHOOL BOARD MEETING: July 28, 2022

TITLE OF AGENDA ITEM:

Agreement between The Stepping Stones Group and The Gadsden County School Board

DIVISION:

Exceptional Student Education

Yes This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

This contract will provide Speech/Language services and Psychological services (including, but not limited to intervention services, assessments, evaluations, counseling, consulting, collaboration, and support to families, school staff and administrators).

FUND SOURCE: FEFP Dollars

AMOUNT: \$58.00 – 61.00 per hour

*KB*

PREPARED BY: Kesandra Brown

POSITION: Director of Exceptional Student Education and Student Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 8

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

SCHOOL BOARD ATTORNEY: page(s) numbered \_\_\_\_\_

This form is to be  duplicated on light blue paper.

REVIEWED BY: \_\_\_\_\_

*EF  
For TME*



**THE STEPPING STONES GROUP**  
Transforming Lives Together

**Corporate Office**  
123 N Wacker Drive, Suite 1150  
Chicago, IL 60606  
Ph: 800-337-5965 Fax: 800-822-8287  
www.thesteppingstonesgroup.com

## AGREEMENT

This Agreement is made and entered on \_\_\_\_\_, by and between The Stepping Stones Group LLC, 123 N Wacker Drive, Chicago, IL 60606 hereinafter referred to as “Contractor” and, Gadsden County School District, 35 Martin Luther King Jr Blvd, Quincy, FL 32351, hereinafter referred to as “School District.” It is hereby agreed as follows:

**SERVICES, RATES AND BILLING:** Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

**TRAVEL TIME & MILEAGE:** To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

**PAYMENT TERMS:** School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys’ fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.





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**Corporate Office**  
123 N Wacker Drive, Suite 1150  
Chicago, IL 60606  
Ph: 800-337-5965 Fax: 800-822-8287  
www.thesteppingstonesgroup.com

**REMITTANCE DETAILS:** School District will make payments to Contractor at the following address:

PO Box 6280  
Carol Stream, IL 60197

If School District prefers to make payments via electronic ACH, instructions can be obtained from the Contractor representative.

**EMPLOYEE BENEFITS AND INSURANCE:** Contractor will be responsible for providing all employee benefits and insurance including workers' compensation, general liability, and professional liability insurance coverage (with policy limits and deductibles that are appropriate for similarly situated school districts).

**NO SOLICITATION:** During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that if School District breaches this no solicitation covenant, direct and indirect damages may be assessed and recovered by Contractor, and Contractor shall be entitled to seek and obtain specific performance.

**CONFIDENTIALITY:** School District agrees not to provide any information pertaining to the contents of this Agreement to any individual or any entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement, including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients in connection with the parties' performance of services under this Agreement. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Contractor agrees that it is subject to, and shall comply with, all federal and state laws and School District policies relating to the confidentiality of student information, including, without limitation, compliance with the Family Educational Rights and Privacy Act (FERPA).



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123 N Wacker Drive, Suite 1150  
Chicago, IL 60606  
Ph: 800-337-5965 Fax: 800-822-8287  
www.thesteppingstonesgroup.com

**COOPERATION:** School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

**TERM AND TERMINATION:** This Agreement will commence on the date hereof and shall continue through June 30, [YYYY] (the “Initial Term”). Following the completion of the Initial Term, the Agreement shall remain in effect from school year to school year (each such year, a “Renewal Term”) unless either party notifies the other party in writing of its intention to terminate the Agreement at least thirty (30) days prior to the end of the then-current Renewal Term. In connection with each Renewal Term, Contractor will deliver an updated Appendix A, and such Appendix A shall automatically be effective for such Renewal Term, provided, that updates to Appendix A will not increase the applicable Hourly Rate, as set forth on Appendix A, by more than 4% without the prior written consent of School District.

School District agrees not to terminate the Agreement until the end of the Initial Term or any Renewal Term unless (a) Contractor’s employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible unethical or unprofessional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of Contractor’s receipt of such notice prior to School District delivering notice of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

**NONDISCRIMINATION:** Contractor represents and warrants that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its equity holders, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by or arising from Contractor’s breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of Contractor or Contractor’s officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by or arising from School District’s





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breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

Except as expressly set forth herein, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**NOTICES:** Notices to Contractor shall be sent to:

The Stepping Stones Group  
123 N Wacker Drive, Suite 1150  
Chicago, IL 60606

AND

K12ops.contracts@ssg-healthcare.com

Notices to School District shall be sent to:

School District Name  
School District Address 1  
School District Address 2  
City/State/Zip

**JURISDICTION:** This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Delaware. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Delaware. Both parties hereby consent to the jurisdiction and venue of such courts.



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www.thesteppingstonesgroup.com

**GENERAL:** No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

**BILLING DETAILS FOR SCHOOL DISTRICT:**

Billing Contact Name/Title: \_\_\_\_\_

Billing Email/Phone: \_\_\_\_\_

Mailing Address (for invoice): \_\_\_\_\_

Special Billing Instructions: \_\_\_\_\_

Signed for Contractor:

Signed for School District:

Signature: Anne Wood

Signature: \_\_\_\_\_

Name: Anne Wood

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

Title: Executive Director

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

Date: 7/14/2022

Date: \_\_\_\_\_



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Chicago, IL 60606

Ph: 800-337-5965 Fax: 800-822-8287

[www.thesteppingstonesgroup.com](http://www.thesteppingstonesgroup.com)

**Appendix A**

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service for the Initial Term are listed below:

<b><u>Specialty</u></b>	<b><u>Hourly Rate</u></b>
Speech Pathology	\$58.00
Bilingual Speech Pathology	\$61.00
Occupational Therapy Services	\$59.00
Physical Therapy Services	\$60.00
School Psychologist	\$61.00

**This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.**

**Superintendent of Gadsden School District**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Chairman of Gadsden School District Board**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 5f

**DATE OF SCHOOL BOARD MEETING:** July 28, 2022

**TITLE OF AGENDA ITEM:** Insurance Proposal and Rates for the 2022-2023 Fiscal Year

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval for the insurance rates and proposal for 2022-2023 Fiscal Year. Items to Include:

- Health insurance cost for the 2022-2023 plan year with rates
- The renewal of the life insurance
- Dental insurance with rates

**PREPARED BY:** LaClarence Mays 

**POSITION:** Interim Chief Finance Officer

**SUPERINTENDENT'S SIGNATURE:** page(s) numbered \_\_\_\_\_

**CHAIRMANS'S SIGNATURE:** page(s) numbered \_\_\_\_\_

Health Insurance Cost for 2022-2023 Plan Year

Proposal

The Value Select Plan Employee only	2021-2022	2022-2023
	122.09 Employee	133.19 difference \$11.10

It is the recommendation of the Insurance Committee that the board pick-up the cost of the additional \$1,731.60 for the year and not pass it on to the employee which will save the employee \$133.20 for the year. This plan has thirteen members.

The Capital Select Plan Employee only	2021-2022	2022-2023
	165.42	180.47 difference \$15.05

It is the recommendation of the Insurance Committee that the board pick-up the cost of the additional \$86,868.60 for the year and not pass it on to the employee which will save the employee \$180.60 for the year. This plan has 481 members.

The Capital Select Plan Employee Child only	2021-2022	2022-2023
	628.72	685.91 difference \$57.19

It is the recommendation of the Insurance Committee that the board pick-up the cost of the additional \$19,902.12 for the year and not pass it on to the employee which will save the employee \$686.20 for the year. This plan has 29 members.

The Capital Select Plan Employee Spouse only	2021-2022	2022-2023
	827.64	902.92 difference \$75.20

It is the recommendation of the Insurance Committee that the board pick-up the cost of the additional \$6,323.52 for the year and not pass it on to the employee which will save the employee \$903.30 for the year. This plan has 7 members.

Total Cost to the board is **\$114,825.80**

<b>GADSDEN COUNTY SCHOOL BOARD EMPLOYEES</b>						
<b>2021-22 to 2022-2023 Health &amp; Dental Rates Comparison</b>						
<b>2021-2022 HEALTH RATES</b>						
<b>CHP Capital Selection Plan</b>			<b>CHP Value Selection Plan</b>			
	<b>Rate</b>	<b>Employer Cost</b>	<b>Employee Cost</b>	<b>Rate</b>	<b>Employer Cost</b>	<b>Employee Cost</b>
<b>EMPLOYEE</b>	\$694.12	\$528.70	\$165.42	\$512.29	\$390.20	\$122.09
<b>EMPLOYEE &amp; SPOUSE</b>	\$1,388.79	\$561.15	\$827.64	\$1,024.98	\$414.14	\$610.84
<b>EMPLOYEE &amp; CHILDREN</b>	\$1,180.12	\$551.40	\$628.72	\$870.98	\$406.95	\$464.03
<b>EMPLOYEE &amp; FAMILY</b>	\$2,013.16	\$590.31	\$1,422.85	\$1,485.80	\$435.66	\$1,050.14
<b>2021-22 TO 2022-23 DENTAL RATES</b>						
<b>NO CHANGE-DENTAL RATES REMAINED THE SAME AS EXPIRING</b>						
<b>LOW OPTION</b>			<b>HIGH OPTION</b>			
	<b>Rate</b>	<b>Employer Cost</b>	<b>Employee Cost</b>	<b>Rate</b>	<b>Employer Cost</b>	<b>Employee Cost</b>
<b>EMPLOYEE</b>	\$18.20	\$18.20	\$0.00	\$26.16	\$18.20	\$7.96
<b>EMPLOYEE &amp; SPOUSE</b>	\$45.36	\$18.20	\$27.16	\$54.88	\$18.20	\$36.68
<b>EMPLOYEE &amp; CHILDREN</b>	\$44.80	\$18.20	\$26.60	\$54.28	\$18.20	\$36.08
<b>FAMILY</b>	\$78.12	\$18.20	\$59.92	\$89.16	\$18.20	\$70.96



**2022-2023 HEALTH EMPLOYEE COSTS at 75% EMPLOYER CONTRIBUTION**  
**4% Overall Rate Increase on Health**  
**Subject To Board Approval**

<b>CHP Capital Selection Plan</b>	<b>CHP Value Selection Plan</b>
<b>Rate      Employer Cost      Employee Cost</b>	<b>Rate      Employer Cost      Employee Cost</b>

<b>EMPLOYEE</b>	\$	721.88	\$ 541.41	\$ 180.47	\$ 532.78	\$ 399.59	\$ 133.19
<b>EMPLOYEE &amp; SPOUSE</b>	\$	1,444.33	\$ 541.41	\$ 902.92	\$ 1,065.98	\$ 399.59	\$ 666.39
<b>EMPLOYEE &amp; CHILDREN</b>	\$	1,227.32	\$ 541.41	\$ 685.91	\$ 905.82	\$ 399.59	\$ 506.23
<b>EMPLOYEE &amp; FAMILY</b>	\$	2,093.67	\$ 541.41	\$ 1,552.26	\$ 1,545.22	\$ 399.59	\$ 1,145.63

**2022-2023 HEALTH DENTAL EMPLOYEE COSTS at 80% EMPLOYER CONTRIBUTION**  
**4% Overall Rate Increase on Health**  
**Subject To Board Approval**

<b>CHP Capital Selection Plan</b>	<b>CHP Value Selection Plan</b>
<b>Rate      Employers Cost      Employee Cost</b>	<b>Rate      Employers Cost      Employee Cost</b>

<b>EMPLOYEE</b>	\$	721.88	\$ 577.51	\$ 144.37	\$ 532.78	\$ 426.22	\$ 106.57
<b>EMPLOYEE &amp; SPOUSE</b>	\$	1,444.33	\$ 577.51	\$ 866.82	\$ 1,065.98	\$ 426.22	\$ 639.76
<b>EMPLOYEE &amp; CHILDREN</b>	\$	1,227.32	\$ 577.51	\$ 649.81	\$ 905.82	\$ 426.22	\$ 479.60
<b>EMPLOYEE &amp; FAMILY</b>	\$	2,093.67	\$ 577.51	\$ 1,516.16	\$ 1,545.22	\$ 426.22	\$ 1,119.00

# Renewal Action for 10/1/22

Offer	Current	One Year Offer	Two Year Offer
Active Basic Life	.19 per \$1,000	.20 per \$1,000	.21 per \$1,000
Active Basic AD&D	.02 per \$1,000	.02 per \$1,000	.02 per \$1,000
Retiree Basic Life	\$3.53 per \$1,000	4.13 per \$1,000	\$4.25 per \$1,000
Additional Life	Banded	Banded, No Change	Banded, No Change
Spouse Life	\$3.95 per \$10,000	\$3.95 per \$10,000	\$3.95 per \$10,000
Child Life	\$0.68 per \$5,000	\$0.68 per \$5,000	\$0.68 per \$5,000
Rate Guarantee	Expires 9/30/22	1 Year	2 Years

# Aggregate Basic Life Experience

Period	10/1/17-9/30/18	10/1/18-9/30/19	10/1/19-9/30/20	10/1/20-9/30/21	10/1/21-2/28/22	Total
Earned Premium	\$243,218	\$240,606	\$224,399	\$284,895	\$114,512	\$1,107,570
Adjusted Premium	\$333,175	\$329,597	\$307,314	\$284,595	\$114,512	\$1,369,493
Paid Claims	\$309,000	\$548,000	\$306,500	\$404,500	\$123,500	\$1,691,500
IBNR	\$52,967	(\$1,538)	(\$3,047)	\$10,938	(\$641)	\$58,678
Incurred Claims	\$361,967	\$546,462	\$303,453	\$415,438	\$122,859	\$1,750,178
Incurred Loss Ratio	109%	166%	99%	146%	107%	128%
Claim Count	16	27	18	22	6	89

## Claims from 10/1/17 to 2/28/22

- 11 Active Basic Life claims for \$296,500
- 1 Active Basic AD&D claim for \$39,000
- 78 Retiree Basic Life Claims for \$1,395,000
- 8 Active Additional Life claims for \$450,000
- 1 Active Additional AD&D claim for \$100,000
- 6 Spouse Life Claims for \$60,000
- Total Paid Claims = \$2,340,500