

AGREEMENT
BETWEEN
THE SCHOOL BOARD OF Hernando County, FLORIDA
AND
I.M.P.A.C.T. Counseling and Consulting, LLC

THIS AGREEMENT (hereinafter the Agreement”) is entered into by and between The School Board of Hernando County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 20 N Main St. Brooksville, FL 34601, hereinafter referred to as “School Board” and I.M.P.A.C.T. Counseling and Consulting, LLC whose principal address is 3404 N Lecanto Hwy. Suite D. Beverly Hills, FL 34465 hereinafter referred to as “IMPACT” (collectively the “Parties”).

WHEREAS, IMPACT wants to collaborate with the School Board on the provision of an onsite substance abuse education diversion program to Hernando County Schools.

WHEREAS, the School Board wants to collaborate with IMPACT for the Counseling; and

WHEREAS, the School Board and IMPACT agree to provide the Counseling in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Responsibilities of IMPACT.**

- 1.1. Provide individual therapy and/or group therapy to students identified by school personnel and outside partner agencies as needing these services.
- 1.2. Provide school staff a copy of a referral or consent to contact the parents to engage the identified students in the diversion program.
- 1.3. Notify school staff within 72 hours of receipt that a parent/legal guardian has

either accepted, refused or, terminated services.

- 1.4. Immediately report any persons suspected of being abused, neglected, exploited, or abandoned to the Florida Abuse Registry and will immediately notify the school administration.
- 1.5. Appoint the clinical Supervisor or other agency representative in Hernando County, Florida as the liaison between IMPACT and the School Board.

2. **Responsibilities of School Board.**

- 3.1 Provide IMPACT with the attached referral or online referral submission for students to enroll in Counseling after being evaluated for appropriateness of participation in the Diversion program by Janice Smith MA CAP CPP.
- 3.2 Provide IMPACT's liaison with the dates and times for meetings or planning sessions that are specific to students whose parents / legal guardians have agreed to the diversion program.
- 3.3 Work with IMPACT's assigned therapist to transfer approved student information to IMPACT's Clinical Supervisor or other representative for Hernando County as needed.

3. **General Provisions.**

- 4.1 IMPACT and School Board agree to cooperate with each other in the implementation of the program.
- 4.2 All IMPACT's staff and counselors, having student contact, prior to providing Counseling, shall be fingerprinted at the School Board offices and undergo a Level II criminal background screening at IMPACT's cost. Any of IMPACT's personnel coming onto School Board property shall likewise be screened pursuant to School Board policy.
- 4.3 No IMPACT staff, agent, servant, contractor, or employee shall be deemed an agent, servant, contractor, or employee of the School Board for purposes of

compensation, benefits, workers' compensation, minimum wage, income tax, social security or any other purpose by virtue of this Agreement or the placement of a IMPACT's student with the School Board.

- 4.4 In accordance with FERPA regulations and Florida Statute, IMPACT shall keep confidential any and all information and/or documents received by the School Board in the performance of this Agreement. Any documents or other material acquired during the internship related to specific School Board students shall be returned to the School Board at the conclusion of the Agreement.
- 4.5 This Agreement shall automatically renew each school year but may be terminated by either Party in accordance with paragraph 5.21.
- 4.6 Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

Benefits for Students

Our goal is to provide students with opportunities to address a wide range of clinical and behavioral issues that negatively impact academic performance. This includes interpersonal factors (school and familial relationships), behavioral concerns non-compliance, substance use/abuse, and peer conflicts. Through our services the youth will be provided an outlet to openly identify and address dynamic substance abuse related issues and be guided through substance abuse education with a mental health therapist and peers.

Benefits for the School

There are a multitude of issues that children must address in order to be successful in the academic setting. Some children require counseling services that occur simultaneously with academic instruction. The counseling services operate as an overlay and/or as a supportive aid. Counseling allows the school system to provide a forum where the needs of children can be facilitated without suspension and/or alternative placement. Providing a diversion instead of placement enables children to remain increasingly focused on classroom factors and reduces interactions with first time substance offenders and students who require

intensive behavioral modification. Cognitive and behavioral issues are addressed with youth who may/may not have mental health and relapse prevention needs (such as formal diagnoses), but who nevertheless need more directive interventions and education to help them succeed in the school setting.

Benefits for the Parents

Parental involvement in counseling services is facilitated under the Counseling Services Program on an “as needed” basis. When the counselor identifies that meetings are indicative between the youth and the parents, school administrators are advised that a meeting will be taking place. Parental/youth meetings occur for the purpose of facilitating improved interpersonal relationships and relapse prevention. There will also be a meeting to educate parents on fostering relapse prevention. While the school is aware that such meetings are being held, the confidentiality of the meetings is maintained.

Services Provided

The goals and objectives of providing school-based diversion care are to reduce alternative placement for students who are maintaining passing GPA's and have little to no behavior referrals. Eight weeks substance abuse education will be provided using Project Alert materials and curriculum by our mental health therapists. We will provide access to prevention and education programming, early identification of substance abuse challenges, and treatment options.

Counseling

Group Substance Abuse Education Counseling will be provided to youth that attend a Hernando County school and are referred for services. **Treatment approaches include** Cognitive, Behavioral, Supportive, Relapse Prevention, and Psychoeducation among other effective methods. Various theoretical perspectives in relationship to interventions will be utilized as well: Strengths based, Solutions Focused, Problem Solving, Conflict Resolution, Family Systems, etc.

Individual Therapy

Provide services that address the various mental health needs of students. All referred youth must complete an Intake evaluation prior to beginning group services.

Group Therapy

Small group services provide students with the assistance to improve skills in the areas of personal/social, academic, substance abuse education and relapse prevention. Working with students in small groups is one strategy for helping students become more successful.

Family Engagement/ Support

Provide students and families with support and resources. Parents will be required to attend the intake evaluation with their child. Research has shown that parents(guardians) are important stakeholders in substance use prevention efforts. As such, nearly all core lessons include a homework assignment designed to be completed with a parent(guardian). These collaborative assignments are best viewed as "home learning opportunities" that make it easier for parents to engage in conversations with their children about drugs and reinforce the learning that occurs in the group. Translated homework assignments are available for Spanish-speaking homes.

Resource Commitments

I.M.P.A.C.T. Counseling and Consulting, LLC will provide Myra Ricketts, LMHC and Cynthia Critchfield CBHCM as the primary contacts and will be continually involved in all aspects of this partnership.

I.M.P.A.C.T. Counseling and Consulting, LLC will provide the following services:

1. Two clinical hours of counseling services per week per student. A clinical service hour lasts 60 minutes.
2. Up to two (2) additional hours each week of consultation and mediation with therapists, parents/guardians, teachers, counselors, and school staff including treatment planning, assessment, random urine analysis, and academic performance.

Drug Testing

Drug testing will be conducted upon entry into the program, and at the end of the 8 weeks to confirm compliance and reduction of use.

Referrals

Hernando County School Board personnel Janice Smith MA CAP CPP will identify children who may benefit from substance abuse education. At the time the school referral form will be completed a consent is also completed (available electronically). The consent will be sent home to the legal guardians (or it can be accessed and completed via the web).

When the school/office receives the consent start date will be given for the diversion to begin. The final referral process will be determined through collaboration and agreement between IMPACT Counseling and Hernando County School Board.

Permission to Serve

Any child who is referred to the counseling program must have the written consent of their parent/guardian. Written parental consent is a legal requirement, except in certain cases involving IEP recommendations, and/or in matters where the safety of self/others is questioned.

Length of Services

Counseling occurs on one identified day each week; each youth must complete 8 sessions. Absentees are not excused without a doctor's note or approval by supervisors. Unexcused absences will result in immediate termination from diversion and referred to in-office services.

Confidentiality is protected by the Standards of Care in the profession of Clinical Mental Health and Social Work and other mental health counseling professions; further, confidentiality is protected via legal mandate (see "The Health Insurance Portability and Accountability Act (HIPAA), Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), Code of Federal Regulations (CFR), "Confidentiality of Alcohol and Drug Abuse Records", Code 42, Chapter 1, Subchapter A, Part 2, and also, the Florida Mental Health Act, Chapter 394.4615, "Clinical Records; Confidentiality.").

Exceptions

Confidentiality standards do not apply in cases where state and federal laws provide for exceptions. Exceptions to confidentiality include cases of suicidal-homicidal ideation/intent, abuse or neglect, and real/perceived threat of harm to others.

General Access

General access to Case Notes is limited to the onsite counselor and the Directors. Clinical progress notes cannot be released to anyone except under certain and unusual circumstances

such as court orders. Case Notes are maintained in the confidential files of the counselor (and the counseling services program) according to legal mandates and licensing board requirements – at a minimum. The Case Notes are the property of the counselor and I.M.P.A.C.T. Counseling and Consulting, LLC and may be kept in a confidential file longer than the minimum standard, as set by law. These records are not maintained by the school or the school district.

Release of Information

In the event confidential information is requested, a written release of information must be provided to the counselor, signed by the legal guardian. The counselor reserves the right to verify all requests for information and in most cases released information will be summary in nature related to the process of counseling (progress notes), rather than the specific content of counseling services (therapy/case notes). In some cases, the counselor may require the requesting party (who is attempting to gain access to confidential records) to pursue additional legal means to access confidential counseling records, which is deemed necessary to ensure treatment efficacy on behalf of the client.

Rate

The rate for the 8-week completed relapse prevention program is \$680. The bottom of our sliding scale program would cost a family \$360 per 8 weeks. We will allow payment plans for parents(guardians) however if not paid in full by completion of program certificates will not be released. Attendance and financial arrangements are part of the program and must be completed. All forms of state Medicaid insurance will be evaluated and is likely to cover ALL costs associated with groups. Commercial insurance plans would be subject to deductibles and copays if in network.

certificates will not be released. Attendance and financial arrangements are part of the program and must be completed. All forms of state Medicaid insurance will be evaluated and is likely to cover ALL costs associated with groups. Commercial insurance plans would be subject to deductibles and copays if in network.

**The School Board of Hernando
County, Florida**
Signature: _____

Date: _____

I.M.P.A.C.T Counseling and Consulting, LLC
Signature: _____



Myra Ricketts, Clinical Director

Date: 6/27/23

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

**AGREEMENT
BETWEEN
THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
AND
I.M.P.A.C.T. Counseling and Consulting, LLC**

THIS AGREEMENT (hereinafter the Agreement”) is entered into by and between The School Board of Hernando County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 919 N Broad St, Brooksville, FL 34601 hereinafter referred to as “School Board” and I.M.P.A.C.T. Counseling and Consulting, LLC whose principal address is 3404 N Lecanto Hwy. Suite D. Beverly Hills, Florida 34465 hereinafter referred to as “IMPACT” (collectively the “Parties”).

WHEREAS, IMPACT wants to collaborate with the School Board on the provision of school based counseling to identified students that have been assessed by school personnel to be in Tier 2 and Tier 3 (hereinafter the “Counseling”); and

WHEREAS, the School Board wants to collaborate with IMPACT for the Counseling; and

WHEREAS, the School Board and IMPACT agree to provide the Counseling in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
2. **Responsibilities of IMPACT.**

- 2.1. Provide individual therapy and/or group therapy to students identified by school personnel and outside partner agencies as needing these services.
- 2.2. Provide school staff a copy of a referral or consent to contact the parents to engage the identified students in Counseling prior to Counseling beginning.
- 2.3. Notify school staff within 72 hours of receipt that a parent/legal guardian has either accepted, refused or terminated Counseling services.
- 2.4. Have the assigning clinician attend any IEP/504 or other related meeting with the student and parent/legal guardian of the student at the request of the school or the parent/legal guardian.
- 2.5. Immediately report any persons suspected of being abused, neglected, exploited or abandoned to the Florida Abuse Registry and will immediately notify the school administration.
- 2.6. Appoint the clinical Supervisor or other agency representative in Hernando County, Florida as the liaison between IMPACT and the School Board.

3. **Responsibilities of School Board.**

- 3.1 Provide IMPACT with the attached referral or online referral submission for students to enroll in Counseling.
- 3.2 Provide a location for Counseling and services to be solely determined by the school principal, for individual and group Counseling sessions to occur.
- 3.3 Provide IMPACT's liaison with the dates and times for meetings or planning sessions that are specific to students whose parents / legal guardians have agreed to Counseling.
- 3.4 Cooperate, through the school principal, for dates and times and school access to perform Counseling sessions for approved students, either individually or in a group.
- 3.5 Work with IMPACT's assigned therapist to transfer approved student information to IMPACT's Clinical Supervisor or other representative for Hernando County as needed.

4. **General Provisions.**

- 4.1 IMPACT and School Board agree to cooperate with each other in the implementation of the program.
- 4.2 All IMPACT's staff and counselors, having student contact, prior to providing Counseling, shall be fingerprinted at the School Board offices and undergo a Level II criminal background screening at IMPACT's cost. Any of IMPACT's personnel coming onto School Board property shall likewise be screened pursuant to School Board policy.
- 4.3 No IMPACT's staff, agent, servant, contractor, or employee shall be deemed an agent, servant, contractor, or employee of the School Board for purposes of compensation, benefits, workers' compensation, minimum wage, income tax, social security or any other purpose by virtue of this Agreement or the placement of a IMPACT's student with the School Board.
- 4.4 In accordance with FERPA regulations and Florida Statute, IMPACT shall keep confidential any and all information and/or documents received by the School Board in the performance of this Agreement. Any documents or other material acquired during the internship related to specific School Board students shall be returned to the School Board at the conclusion of the Agreement.
- 4.5 This Agreement shall automatically renew each school year but may be terminated by either Party in accordance with paragraph 5.21.
- 4.6 Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

5. **Miscellaneous Provisions.**

- 5.1. **Descriptive Headings.** The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provision.
- 5.2. **Entire Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.
- 5.3. **Opportunity to Consult with Counsel.** The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect, and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress, or undue influence.
- 5.4. **Execution and Binding on Successors and Assigns.** This Agreement may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees, and legal representatives, whether a signatory hereto or not.
- 5.5. **Notices.** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on

which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to School Board: Superintendent of Schools
 919 N Broad St
 Brooksville, FL 34601

If to IMPACT: I.M.P.A.C.T. Counseling and Consulting, LLC
 3404 N Lecanto Hwy
 Beverly Hills, FL 34465

Any party may change his, her, or its address and/or the address of the entity copied on his, her or its behalf upon written notice to all other Parties.

5.6. **No Presumption/Severability.** The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations, and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

5.7. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or

privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

5.8. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

5.9. **Waiver of Jury Trial.** In any action or proceeding arising herefrom, the parties hereto consent to trial without a jury in any action, proceeding, or counterclaim brought by any party hereto or its successors against any other party hereto or its successors in respect of any matter arising out of or in connection with this agreement, regardless of the form of action or proceeding.

5.10. **PUBLIC RECORDS NOTICE (MUST BE IN 14 POINT BOLD TYPE)**

IF IMPACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IMPACT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATION OFFICER, EMAIL ADDRESS: _____; TELEPHONE NUMBER: _____, ADDRESS: _____

IMPACT is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- 5.10.1.1. Keep and maintain public records required by the School Board to perform the service.
- 5.10.1.2. 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- 5.10.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if IMPACT does not transfer the records to the School Board.
- 5.10.1.4. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of IMPACT or keep and maintain public records required by the School Board to perform the service. If IMPACT transfers all public records to the School Board upon completion of the contract, IMPACT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IMPACT keeps and maintains public records upon completion of the contract, IMPACT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible

with the information technology systems of the School Board.

5.10.1.5. The failure of IMPACT to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

5.11. **No Assignment.** No assignment of this Agreement or of any rights or obligations hereunder shall be made by IMPACT (by operation of law or otherwise) without the prior written consent of the School Board and any attempted assignment without the required consent shall be void.

5.12. **Non-Discrimination.** The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

5.13. **Attorney Fees and Costs.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs, and including attorneys' fees and costs on appeal. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs: including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

- 5.14. **Sovereign Immunity.** The School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 5.15. **Indemnification by IMPACT.** IMPACT for itself and its officers, employees, agents, representatives, contractors, and sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for and from any claim, loss, damage, or liability caused by negligence, misfeasance, or malfeasance by IMPACT, its employees, appointees, or agents, in the performance of or relating to the performance of the duties imposed upon IMPACT by this Agreement and any covenant or provision hereof, including but not limited to defending the School Board and its officers and employees against any complaint, administrative, or judicial proceeding, payment of any penalty imposed upon School Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the School Board. IMPACT shall immediately give the School Board written notice of any and all claims asserted against IMPACT, and the School Board shall immediately give IMPACT written notice of any and all claims asserted against the School Board, and the School Board shall have the right but not the obligation to participate in any defense.
- 5.16. **Insurance by IMPACT.** IMPACT shall maintain, throughout the term of this Agreement and any renewals, general liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering its activities pursuant to this Agreement. The policy shall be obtained from a carrier that has and maintains a rating of "A" or better and a financial size category of "VII" or better according to A.M. Best Company, and is licensed

in the State of Florida, under a policy approved for use in the State of Florida. The policy shall contain an evidence/endorsement providing physical and sexual abuse and molestation coverage. IMPACT shall provide the School Board with a Certificate of Insurance naming "The School Board Of Hernando County, Florida, its officers, employees, and agents" as included in an additional insured endorsement to the general liability policy it as an additional insured under IMPACT's policy and unconditionally entitling the School Board to thirty days' notice of cancellation of such policy or any of the coverages provided by such policy.

- 5.17. **Additional Insurance by IMPACT.** Where services to be performed under this Agreement are in the presence of students, an additional insured endorsement indicating sexual harassment and sexual molestation coverage shall be required of IMPACT. Proof of such coverage shall be provided to the School Board's Director of Risk Management prior to IMPACT's commencement of the services required herein.
- 5.18. **Level II Background Screening.** IMPACT represents and warrants to the School Board that IMPACT has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. IMPACT covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. IMPACT agrees to indemnify and hold harmless the School Board, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from IMPACT's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.
- 5.19. **Student Records.** Notwithstanding any provision to the contrary contained in this agreement between IMPACT and School Board; IMPACT and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, §1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal

or State of Florida, regarding confidentiality of student information and records. Further, LSBS for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending the School and its officers and employees against any complaint, administrative, or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon School Board arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, §1002.22 and §1002.221, Fla. Stats. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon IMPACT until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

5.20. **Termination.** This Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than 30 days' prior to the effective date of such termination; (ii) written agreement executed by both IMPACT and School Board; or (iii) School Board, at any time, if IMPACT fails to perform IMPACT's duties hereunder or breaches any of IMPACT's covenants contained herein, provided that the School Board may not terminate this Agreement for breach unless it first provides written notice to IMPACT specifying the failure to perform or breach by IMPACT, and IMPACT shall fail to cure the specified breach within a period of ten (10) days following receipt of such written notice.

5.21. **Execution in Counterparts.** This Agreement may be executed in counterpart. Faxed or 'pdf' signatures will be acceptable in place of originals.

5.22. **Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

5.23. **E-Verify.** Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, all Contractors 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 during the term of this Agreement.

5.23.1 Subcontractors

5.23.1.1 Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire. 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.

5.23.1.2 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.

5.23.1.3 Contractor must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

5.23.2 Failure to comply with this provision is a material breach of the Agreement and the 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, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

5.23.3 For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this Agreement.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

The School Board of Citrus County, Florida
Signature: _____

Date: _____

I.M.P.A.C.T Counseling and Consulting, LLC
Signature: _____

Myra Ricketts, Clinical Director

Date: 6/22/23