AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of October, 2001, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and CHILDREN'S HOME SOCIETY OF FLORIDA, NORTH CENTRAL DIVISION, a not-for-profit Florida corporation, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, §39.303, Florida Statutes, provides for the development of district Child Protection Teams to provide specialized diagnostic assessments of allegedly abused and neglected children; and,

WHEREAS, the AGENCY is the designated Leon County multi-disciplinary Child Protection Team, and,

WHEREAS, §39.304(5), Florida Statutes, provides that the county, in which the child is a resident, shall bear the initial costs of the medical examination; however, the parents or legal custodian of the child shall be required to reimburse the county for the cost of such examination.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED.

The AGENCY, in accordance with the terms and conditions of this Agreement, agrees to provide the following services: Medical diagnosis and evaluation services, including the provision or interpretation of X-rays and laboratory tests, and related services, as needed, and documentation of findings relative thereto.

2. QUALITY OF WORK.

In performing any work under this Agreement, the AGENCY shall provide medically competent diagnosis and evaluation services. Competent medical diagnosis and evaluation services requires the medical knowledge, skill, thoroughness and preparedness reasonably necessary for those services. The AGENCY's business relationships outside of this Agreement shall not interfere with the performance of the services specified in paragraph numbered 1 hereof.

3. TERM.

This contract shall be effective from October 1, 2001 until September 30, 2002, subject to three (3) annual renewals, of one (1) year in duration, at the option of the COUNTY.

4. COMPENSATION.

(a) The COUNTY agrees to pay a flat rate of One Hundred Fifty Dollars ($150.00) to the AGENCY for each diagnosis/evaluation service performed on an eligible child, regardless of the actual expense of the services provided.

(b) The total annual sum to be paid by the COUNTY shall in no case exceed Fifteen Thousand Dollars ($15,000.00) for the services described herein.

(c) The AGENCY shall submit, within fifteen (15) working days after the end of each quarter an invoice to the Leon County Division of Health and Human Services for review and authorization for payment. Payment by the COUNTY shall be subject to the Florida Prompt Payment Act.

(d) All requests for reimbursement of payments shall be accompanied by an invoice documenting the number of exams performed, case number, age, sex, race, type of abuse, date of exam, doctor's name, case coordinator and cost.

5. STATUS

The AGENCY and all employees thereof, at all times relevant to this Agreement, shall be an independent contractor and in no event shall the AGENCY or its employees nor any employees or subcontractors under the AGENCY be considered to be employees of Leon County.

6. ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the express written consent of the COUNTY nor shall the AGENCY assign any monies due or to become due to the AGENCY hereunder without prior express written, with the exception of the medical personnel performing the statutorily examinations pursuant to §39.304, Florida Statues.

7. CONTACT PERSONS

(a) The contact person for Leon County shall be:
Joe Sharpe
Director Health and Human Services
Leon County Division of Health and Human Services
301 S. Monroe St.
Tallahassee, FL 32301

(b) The contact person for the AGENCY shall be:

Janice Kane
Executive Director
Leon County Division of Children's Home
Society of Florida, North Central
820 East Park Avenue
Tallahassee, Florida 32301

8. LICENSES.

The AGENCY shall maintain all licenses that are necessary to fulfill the obligations and conditions of this Agreement.

9. CONFIDENTIALITY.

Both parties hereby acknowledge that in exchanging, storing, processing or otherwise dealing with information about patients as covered by this Agreement, they are fully bound by the federal and state laws governing confidentiality of patients' information and patients' privacy rights.

10. INSURANCE.

The AGENCY shall provide written verification of professional liability insurance coverage that includes the County as an additional insured. The AGENCY must hold the coverage at all times during the existence of this Agreement.

11. AUDIT.

The AGENCY agrees to maintain adequate supporting documents to properly account for the money so provided. The AGENCY agrees to provide annual performance data as required by the COUNTY. The AGENCY agrees to provide an independent audit at no additional cost to the COUNTY or to be subject to an internal audit provided through the COUNTY, as may be required by the COUNTY. For the purpose of such audits, the AGENCY shall retain all records related to this Agreement for a period of three (3) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to laws of the State of Florida.

12. REVISIONS.

In any case where, in fulfilling the requirements of this Agreement or of any guaranty, embraced and/or required thereby, it is necessary for the AGENCY to deviate from the requirements of this Agreement, the AGENCY shall obtain the express prior written consent of the COUNTY.

13. CONSTRUCTION.

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Venue for all actions arising out of this Agreement or as a result thereof, shall lie in Leon County, Florida.

14. INDEMNIFICATION.

The AGENCY shall indemnify, defend, save and hold the COUNTY, its officials, officers, agents, and employees harmless from and against any and all claims, liability, losses, and/or causes or actions which may arise from any willful misconduct, or negligent act or omission of the AGENCY or its agents or employees, whether intentional or unintentional.

The COUNTY agrees to pay the AGENCY the sum of Ten Dollars ($10.00) and other good and valuable consideration as specified consideration for the above-stated indemnification in full accordance with the provisions of §725.06, Florida Statutes. Furthermore, the AGENCY acknowledges that the contract price for such services includes said consideration for the indemnification provisions.

15. CANCELLATION.

This Agreement may be terminated by the COUNTY with or without cause by giving a minimum of thirty (30) days written notice of intent to terminate, or with cause if at any time the AGENCY fails to fulfill or abide by any of the terms or conditions, specified in this Agreement.

Failure of the AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the County.

16. EFFECTIVE DATE.

The effective date of this contract shall be October 1, 2001. This contract shall expire September 30, 2002.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and first year written above.

LEON COUNTY, FLORIDA

BY: _____

DAN WINCHESTER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W.A. Thiele, Esq.

CHILDREN HOME SOCIETY OF FLORIDA
NORTH CENTRAL FLORIDA DIVISION

By: _____
JANICE KANE
Executive Director

Terry Delerchio
Witness
(print name)

Elizabeth Jackson
Witness
(print name)

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