

BOARD MEETING DATE: August 20, 2024

ITEM: IX -C

RECOMMEND that the District Board of Trustees for North Florida College approves the contract with John Evans to offer the Student Counseling Services.

ATTORNEY REVIEW STATUS: This item was previously reviewed by the attorney.

THIS RECOMMENDATION: will provide Crisis Intervention and short-term counseling services for Students as well as emergency counseling if needed for recommended employees.

STUDENT COUNSELING SERVICES AGREEMENT

This Student Counseling Services Agreement ("Agreement") is made by and between **JOHN EVANS** located at 8771 SE 128th Ave, White Springs FL 32096, and the District Board of Trustees of North Florida College, ("**NFC**") located at 325 NW Turner Davis Drive, Madison, Florida 32340. This Agreement shall become effective on the date signed by the last party below.

WHEREAS, **JOHN EVANS** has developed a program, known as the Student Counseling Services Program (**SCS**), to assist **NFC** in establishing and administering a program of special assistance to students geared toward addressing personal concerns which may be impacting, or may have the potential to impact, students' academic participation; and

WHEREAS, the parties desire to enter into this Agreement so that **JOHN EVANS** will make services available to **NFC** students under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, obligations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) **Description of Services.**

- a) **JOHN EVANS** is retained to establish and administer the **SCS**, a program of special assistance to **NFC** students.
 - i) Services to be provided to **NFC** students include, at a minimum, crisis intervention and short-term counseling. These services will be provided by a licensed mental health counselor. Short-term counseling is defined as problem assessment and follow-up counseling not to exceed a total of five sessions per student per semester. Counseling services may be provided on campus at **NFC** or at the **JOHN EVANS** office (if desired by the student). The purpose of these clinical services is to address a variety of personal problems which may adversely impact students' academic performance and completion of their academic program.
 - ii) **NFC** represents that it has students who may avail themselves of the services to be provided under this Agreement.
- b) Core services provided through this Agreement and the **SCS** shall include:
 - i) Consultation with, training of, and assistance to organization leadership, and outreach to and education of students about the availability of the **SCS** program and available services.
 - ii) Confidential and timely problem identification/assessment services and/or referral for students seeking to resolve personal concerns.
 - iii) Use of constructive confrontation, motivation, and short-term intervention with students with personal concerns which may adversely impact academic performance.
 - iv) Referral of students for diagnosis, treatment, and assistance, plus case monitoring and follow-up services; and
 - v) Identification of the impact of services on the students' academic performance.

2) **Definitions.** The following terms used herein shall have the meaning set forth below:

- a) "Student" or "Students" shall mean full-time and part-time registration with course(s) offered through **NFC** during semester of service.

- b) "Problem identification, assessment and/or referral" shall mean the service(s) to be provided for problems or issues which include, but are not limited to, one or more of the following areas: emotional, psychological, marriage/family/domestic relationships, alcohol/drug abuse, anger, and violence, financial and legal.
- c) "Referral" shall mean recommendation for treatment and/or professional services to be provided by an agency external to the SCS program which is reasonably beyond the short-term problem resolution focus of SCS.

3) Duties and Obligations.

- a) JOHN EVANS Duties and Obligations. JOHN EVANS shall provide all services set forth in this Agreement in addition to the following limitations and requirements:

- i) Consult with NFC's Staff and leadership personnel, when requested, in administering the SCS program and shall provide technical assistance in developing policies and procedures governing use of the SCS program. The policies and procedures will relate to both self-referrals and staff referrals and will set forth the requirement of confidentiality.
- ii) Provide on-campus counseling at NFC every two weeks for a total of 15 days during fall and spring semesters.
- iii) Offer a minimum of five counseling slots of 50 minutes duration with each NFC on-site event.
- iv) If NFC requests emergency counseling by JOHN EVANS of a current employee or family member, JOHN EVANS will separately bill NFC at \$120.00 per hour for such counseling.
- v) Provide a minimum of one licensed mental health counselor to deliver outlined services.
- vi) Provide liability insurance coverage for clinical staff delivering services to NFC students.
- vii) Generate and maintain clinical documentation of services with medical documentation to meet all state and federal regulations.
- viii) Scheduling appointments during regular business hours.
- ix) Provide appointments in any JOHN EVANS office should the student and or employee and family member wish to travel.
- x) Provide services in a facility that is licensed by proper state authorities.
- xi) Maintain in force comprehensive general liability insurance and professional malpractice insurance during the term of this contract with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. A copy will be kept on file at NFC.

- b) NFC Duties and Obligations. NFC covenants and agrees to:

- i) Identify a confidential place to provide individual counseling to students on campus. It is recommended that the location be isolated with an office and a waiting area and telephone access.
- ii) Provide printing of all awareness materials and allow for regular distribution.
- iii) Identify an NFC liaison to serve as a point of contact for JOHN EVANS. The designated employee's duties include coordination of promotional activities, oversight of administrative processes and evaluation of quality of services.
- iv) Identify local medical resources should a student need evaluation for medication.
- v) Develop and update policies and procedures specific to the SCS program to be sufficient to smoothly and efficiently operate the program and take reasonable steps to promote awareness of the services through internal communications and by NFC endorsement.

- 4) Compensation for Services Rendered. NFC shall compensate JOHN EVANS for the services described in this Agreement as follows:

- a) NFC shall pay \$8,000.00 (annually) in two, equal \$4,000.00 installments. JOHN EVANS will invoice NFC for one half (1/2) the total amount due upon implementation of this contract. JOHN EVANS will invoice NFC for the

remaining ½ of the total amount on or after February 1, 2025. Payment will be made within thirty (30) days after receipt of invoice.

- 5) Term. The term of this Agreement shall be for twelve (12) months beginning at 12:00 a.m. on September 1, 2024 and ending at 11:59 p.m. on August 31, 2025. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other. In the event of early termination of this Agreement, the parties agree that the compensation owed by **NFC** to **JOHN EVANS** shall be prorated.
- 6) Confidentiality. The records of students and other persons obtained by **JOHN EVANS** shall be treated as confidential in accordance with Florida and federal laws governing the confidentiality of student education records and patient medical records which include, but are not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160, 162 and 164, the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and the Family Educational Rights and Privacy Act, 34 CFR Part 99. Records will only be disclosed as required under Florida and federal law. The records developed and gathered by **JOHN EVANS** through the SCS program shall be the property of the individual student/employee and/or **JOHN EVANS**, and they shall not be the property of **NFC**. This confidentiality provision will survive the termination or expiration of the terms of this Agreement.
- 7) Services Outside of the SCS. **JOHN EVANS** has no obligation to provide services to students beyond the services described in this Agreement including, but not limited to, assessment and referral to other agencies or providers as appropriate. The cost of any further outpatient service or any other services to be rendered by **JOHN EVANS** shall be paid by the student, his or her insurer or other third-party payer as negotiated between patient and provider, and will be the responsibility of the student. Also, the student shall be responsible for the costs, as required, of any and all services of any other agency or provider to which the employee has been referred for assistance.
- 8) Indemnification/Hold Harmless. Each party agrees that it will be solely responsible for its own acts, omissions and failure(s) to act and the acts, omissions and failure(s) to act of its employees, directors and agents under this Agreement. In no event will **JOHN EVANS** be liable for any injury or damages to employees, members of employees' families or other individuals or persons arising out of any acts, omissions or failure(s) to act by the **NFC**, under this Agreement.
- 9) Independent Contractors. All payments made pursuant to this Agreement shall be solely for services rendered to **NFC** and its students by **JOHN EVANS**. This Agreement constitutes a personal services contract and is not an employment agreement. **JOHN EVANS** is an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture, employer-employee relationship, agency, trust or other association for any kind between the parties, other than the independent contractor relationship specifically provided herein. Except as specifically provided herein, neither party shall act, represent or hold itself out as sharing authority to bind or commit the other party in any way.
- 10) Notice. Notices provided hereunder shall be in writing and shall be sent by certified mail, return receipt requested or by hand delivery to the addresses as noted herein.
 - a) Notice to **NFC** shall be provided to the following:
North Florida College
325 NW Turner Davis Drive
Madison, FL 32340
 - b) Notice to **JOHN EVANS** shall be provided to the following:
JOHN EVANS
8771 SE 128th Ave,
White Springs FL 32096

- 11) Waiver of Breach. The waiver by either party of any breach of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any subsequent breach.
- 12) Binding Effect: Assignment. The rights and obligations of **JOHN EVANS** under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of **JOHN EVANS**. The rights, obligations and interests of **JOHN EVANS** hereunder may not be sold, assigned, transferred, pledged or hypothecated without **NFC's** consent.
- 13) Venue and Jurisdiction. For the purposes of this Agreement, the laws of the State of Florida shall apply. Exclusive jurisdiction and venue shall be in Madison County, Madison, Florida.
- 14) Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- 15) Entire Agreement. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by both parties hereto.
- 16) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 17) Regulatory Compliance. **JOHN EVANS** and **NFC** shall comply with all federal and state fraud and abuse prohibitions, as amended from time to time including, but not limited to, the Federal Anti-Kickback Prohibition, 42 U.S.C. § 1320a-7b, Stark II/Phase II, 42 U.S.C. § 1395nn, the Florida Patient Self-Referral Act of 1992, § 456.053, Florida Statutes, and the Florida Patient Brokering Prohibition, §817.505, Florida Statutes. All payments between the parties shall be the reasonable fair market value for the health care services provided. None of the parties shall, directly or indirectly, determine the compensation or other exchanges of benefit, value or services based on the volume or value of referrals between the parties for designated health services as defined in 42 U.S.C. § 1395nn, as amended from time to time. The values and consideration of all remuneration, goods and services exchanged between the parties are for a commercially reasonable business purpose, are determined by the fair market value, reflect the actual provision of health care and other goods and services provided and are not exchanged to induce and/or direct any direct or indirect referrals of goods and/or services that may be paid by a governmental program or any other health care benefit program.
- 18) Violations of Law. If either party develops concern that any provision of this Agreement violates or may violate any applicable federal or state law, then such party shall immediately notify the other party in writing of such concern and the specific activities giving rise to such concerns. The parties then shall negotiate in good faith to amend this Agreement to bring it in compliance with applicable laws.
- 19) Ambiguities: Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.
- 20) Remedies Cumulative. Except as expressly provided herein, the various rights, options, elections, powers and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

21) Florida's Public Records Act. **JOHN EVANS** will comply with Florida's public record laws in relation to this Agreement, specifically to:

- a) Keep and maintain public records required by **NFC** to perform the service.
- b) Upon request from **NFC's** custodian of public records, provide **NFC** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c) 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 contract if **JOHN EVANS** does not transfer the records to **NFC**.
- d) Upon completion of the contract, transfer, at no cost, to **NFC** all public records in possession of **JOHN EVANS** or keep and maintain public records required by **NFC** to perform the service. If **JOHN EVANS** transfers all public records to **NFC** upon completion of the contract, **JOHN EVANS** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **JOHN EVANS** keeps and maintains public records upon completion of the contract, **JOHN EVANS** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **NFC**, upon request from **NFC's** custodian of public records, in a format that is compatible with the information technology systems of the client.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ALLISON FINLEY AT finleya@NFC.edu, College Advancement/Public Records Request, North Florida College, 325 NW Turner Davis Drive, Madison, Florida 32340, (850) 973-1613.**

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date indicated below.

**District Board of Trustees of
North Florida College**

By: _____

Date: _____

By: _____

(Print Name)

Its: _____

Date: _____