

## CHILD PROTECTION TEAM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between **KIDS HOUSE OF SEMINOLE, INC.**, a Florida Not for Profit corporation, hereinafter referred to as “KIDS HOUSE”, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”.

### WITNESSETH:

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified child protection team to provide medical assessment services in Seminole County, pursuant to Chapter 39, Florida Statutes (2023), as this statute may be amended from time to time; and

**WHEREAS**, KIDS HOUSE is competent and qualified to furnish child protection team services to COUNTY and desires to provide its professional services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and KIDS HOUSE agree as follows:

**Section 1. Services.** COUNTY does hereby retain KIDS HOUSE to furnish professional services and perform those tasks needed to examine and evaluate abused, abandoned, or neglected children, as provided for in Chapter 39, Florida Statutes (2023), as this statute may be amended from time to time, and as further described in the Scope of Services attached to this Agreement and incorporated as Exhibit A.

**Section 2. Fixed Fee Compensation and Payment.**


(a) COUNTY agrees to compensate KIDS HOUSE for the professional services required pursuant to this Agreement a fee in the amount of TWO HUNDRED SEVENTY-SEVEN AND

78/100 DOLLARS (\$277.78) per case. KIDS HOUSE shall perform all work required by the Scope of Services but, in no event, shall KIDS HOUSE be paid more than the fee amount, as stated above.

(b) KIDS HOUSE may invoice amount due based on the total required services actually performed and completed.

**Section 3. Billing and Payment.** KIDS HOUSE shall submit to COUNTY by the 15<sup>th</sup> day of the following month an invoice in the format attached to this Agreement and incorporated as Exhibit B. COUNTY hereby agrees to provide financial assistance to KIDS HOUSE up to a maximum sum of TWO HUNDRED SEVENTY-SEVEN AND 78/100 DOLLARS (\$277.78) per case for all services provided under this Agreement by KIDS HOUSE during the term of this Agreement. This sum is payable in monthly installments upon:

(a) Receipt by COUNTY of a request for payment invoice. Such request for payment invoice shall only be for services specifically provided for in this Agreement; and

(b) Verification by the COUNTY's  Community Services Department that the services for which reimbursement is sought are in accordance with services provided as described in Exhibit A.

(c) Payment requests shall be sent to:

Kelly Welch  
Seminole County Community Services Department  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper payment request from KIDS HOUSE.

**Section 4. Revenue from Other Sources.** KIDS HOUSE agrees to furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by KIDS HOUSE during the term of this Agreement. It is understood

that KIDS HOUSE has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients under this Agreement, whereby KIDS HOUSE would be paid for providing the above services except as specified in Section 1 of this Agreement.

**Section 5. Audit.** KIDS HOUSE shall submit to COUNTY an audit report on or before December 31<sup>st</sup> of each year for the term of this Agreement, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

**Section 6. Responsibility of Kids House.**

(a) KIDS HOUSE shall be responsible for the professional quality, technical accuracy, and the coordination of all services and associated reports, invoices, and studies furnished by KIDS HOUSE under this Agreement. KIDS HOUSE shall, without additional compensation, correct or revise any errors or deficiencies in its services, reports, invoices, and studies.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and KIDS HOUSE shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by KIDS HOUSE's performance of any of the services furnished under this Agreement.

**Section 7. Term.** The term of this Agreement shall commence on October 1, 2024 and shall remain in effect through September 30, 2025, the date of signature by the parties notwithstanding.

**Section 8. Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than a thirty (30) day prior written notice delivered to the other party, as provided for in this Agreement, or at the option of COUNTY immediately in the event that KIDS HOUSE fails to fulfill any of the terms, understandings or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by KIDS HOUSE after KIDS HOUSE has received notice of termination. Upon said termination,

KIDS HOUSE shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs any unused funds provided under this Agreement. Any requirements set forth in Sections 4 and 6 of this Agreement shall survive the term of this Agreement as a whole.

**Section 9. Equal Opportunity Employment.** KIDS HOUSE agrees that it will not discriminate against any employee or applicant for employment or work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 10. Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties of this Agreement without prior written consent of the opposite party and only by a document of equal dignity herewith.

**Section 11. Subcontractors.** In the event KIDS HOUSE, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, KIDS HOUSE must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, KIDS HOUSE shall remain fully responsible for the services of subcontractors or other professional associates.

**Section 12. Liability and Indemnification.**

(a) KIDS HOUSE shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of

the loss of any monies paid to KIDS HOUSE or whomsoever, resulting out of KIDS HOUSE's fraud, defalcation, dishonesty, or failure of KIDS HOUSE to comply with applicable laws or regulations; or by reason or as a result of any act or omission of KIDS HOUSE in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(c) The parties further agree that nothing contained in this Agreement shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity.

**Section 13. Insurance.**

(a) General. KIDS HOUSE shall, at its own cost, procure insurance required under this Section.

(1) KIDS HOUSE shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY, its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such

time as the insurance is no longer required to be maintained by KIDS HOUSE, KIDS HOUSE shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate shall have this Agreement title clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, on a current ACORD Form, upon request as required by COUNTY, KIDS HOUSE shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the agent/broker.

(4) Neither approval by COUNTY, nor failure to disapprove the insurance furnished by KIDS HOUSE, shall relieve KIDS HOUSE of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of

Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, KIDS HOUSE shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as KIDS HOUSE has replaced the unacceptable insurer with an insurer acceptable to COUNTY, KIDS HOUSE shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of KIDS HOUSE, KIDS HOUSE shall, at its sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by KIDS HOUSE and shall be maintained in force until the expiration of this Agreement's term. Failure by KIDS HOUSE to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) KIDS HOUSE's insurance shall cover KIDS HOUSE for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. KIDS HOUSE will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both KIDS HOUSE and its subcontractors are outlined in subsection (C) below. In addition to coverage

for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employee's Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) KIDS HOUSE's insurance shall cover KIDS HOUSE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by KIDS HOUSE (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00



(3) Professional Liability Insurance. KIDS HOUSE shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) KIDS HOUSE's insurance shall cover KIDS HOUSE for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by KIDS HOUSE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, KIDS HOUSE shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by KIDS HOUSE shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by KIDS HOUSE pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of KIDS HOUSE.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve KIDS HOUSE, its employees, or its agents of liability from any obligation under a Section or any other portion of this Agreement.

#### **Section 14. Alternative Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) KIDS HOUSE agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY protest procedures set forth in subsection (a) above of which KIDS HOUSE had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation

shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**Section 15. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**Section 16. Independent Contractor.** It is agreed that nothing contained in this Agreement is intended or should be construed as in any manner as creating or establishing a relationship of copartners between the parties, or as constituting KIDS HOUSE, including its officers, employees and agents, the agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. KIDS HOUSE is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**Section 17. Employee Status.** Persons employed by KIDS HOUSE in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 18. Services Not Provided For.** No claim for services furnished by KIDS HOUSE not specifically provided for in this Agreement shall be honored by COUNTY.

**Section 19. Access to Records.** KIDS HOUSE shall allow COUNTY and its duly authorized agent access to such of KIDS HOUSE records as are pertinent to all services provided under this Agreement, at reasonable times and under reasonable conditions for inspection and examination in

accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time.

**Section 20. Severability.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

**Section 21. Disclaimer of Third Party Beneficiaries.** This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights under this Agreement or as a result of this Agreement or any right to enforce any provisions of this Agreement.



**Section 22. Interpretation.** KIDS HOUSE and COUNTY agree that all words, terms and conditions contained in this Agreement are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

**Section 23. Notices.** Whenever either party desires to give notice unto the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested and sent to:

**For COUNTY:**

Director  
Seminole County Community Services Department  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**For KIDS HOUSE:**

Notice shall be sent to the Chairman of Kid's House of Seminole, Inc.

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

**Section 24. Governing Law.** This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

**Section 25. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, KIDS HOUSE shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to KIDS HOUSE.

**Section 26. Exhibits.** Exhibits A and B to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 27. Conflict of Interest.**

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent, or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party to be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies which may be received as a result of activities performed shall not be used for the purpose of lobbying any branch of government, agency, or employee of the Federal or State government.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.


ATTEST:

KIDS HOUSE OF SEMINOLE, INC.

  
DENISE CONUS, Mental Health Director

By:   
JULIETTE KONG, CEO

(CORPORATE SEAL)

Date:  08/26/2024

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

RM

8/13/24

T:\Users\Legal Secretary CSB\Community Services\2024 Agreements\Child Protection Team (Kids House).docx

Attachments:

Exhibit A - Scope of Services

Exhibit B -- Monthly Invoice



**EXHIBIT A**  
**SERVICE & COST PROPOSAL**  
**FY2024-2025**

**AGENCY NAME:** Kids House of Seminole  
**AGENCY ADDRESS:** 5467 North Ronald Reagan Boulevard  
Sanford, FL 32773  
**CHIEF EXECUTIVE OFFICER:** Juliette Kong  
**AGENCY PHONE NUMBER:** (407) 324-3036 ext. 242 (office)  
**AGENCY FAX NUMBER:** (407) 302-3045  
**AGENCY E-MAIL:** [www.kidshouse.org](http://www.kidshouse.org)  
**CEO E-MAIL:** [Kong@kidshouse.org](mailto:Kong@kidshouse.org)

The above agency will provide the following services for the residents of Seminole County:

I. List the service(s) you plan to provide with Seminole County funds.

Service	Description (Define a unit of service)
Medical Examinations	The initial cost of the medical examination and any necessary medical procedures to make a diagnosis to determine if a child has been physically abused, abandoned or neglected.

II. How many of each of the above stated services(s) is the County being asked to fund over the contract term?

Service	Number of County funded units
Medical Examinations	An estimated 225 medical diagnostic examinations per year.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service	Unit Cost
Medical Examinations	\$277.78 per medical examination to assess the allegedly abused, abandoned, or neglected child.

IV. How did you determine the unit cost defined in question (III.)?

Service	How Unit Cost determined
Medical Examinations	The cost was derived and an average was determined from research gathered from various county agencies throughout the State of Florida who are mandated to provide the same service.



**EXHIBIT B**

Seminole County Community Service Agency Report Form

FY 2024-2025

**Agency Name:**

Kids House of Seminole: Child Protection Team

**Copy to:**

Kelly Welch

**Email preferred**

520 W. Lake Mary Blvd., Suite 100

Sanford, FL 32773

[kwelch@seminolecountyfl.gov](mailto:kwelch@seminolecountyfl.gov)

Month:		
Date invoiced:		
Reimbursement amount:		
Total No. of Clients served this month:		
Total No. of Seminole County clients served this month:		
<b>Please list Case Numbers only (no names)</b>		
<b>CASE NUMBER</b>	<b>DATE OF SERVICE</b>	<b>\$277.78</b>

<b>Current</b>	<b>YTD</b>	<b>Unit Cost</b>	<b>Amount</b>
		\$277.78	

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