



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
A LOVE FOR LANGUAGE, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____, 2020, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

A LOVE FOR LANGUAGE, INC., a Profit Corporation as listed with the Florida Division of Corporations, and with an address of **15251 SW 51 Street, Miramar, FL 33027**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 5, 2019**, the CITY and CONSULTANT entered into the Original Agreement ("Original Agreement") for an initial **one (1) year period**, commencing on **July 1, 2019** and expiring on **June 30, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **one (1) additional two (2) year term** evidenced by a written amendment to the Original Agreement; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to execute the **two (2) year renewal** option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, is hereby renewed for the **two (2) year renewal** period commencing on **July 1, 2020** and terminating on **June 30, 2022**.



SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: _____
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

A LOVE FOR LANGUAGE, INC.

By: Lucy M. Winderoyhel
Name: Lucy M. Winderoyhel
Title: President / Speech-Language Pathologist

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, of A LOVE FOR LANGUAGE, INC., a Florida Profit Corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial Number, if any



PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 5th day of September, 2019 *nunc pro tunc*, July 1, 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

A LOVE FOR LANGUAGE, INC., a for profit company authorized to do business in the State of Florida, with a business address of **15251 SW 51st St., Miramar, FL 33027** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, the CITY operates Charter Schools and requires the services of a part-time Speech/Language Pathologist to serve its student population; and,

WHEREAS, the CITY desires to engage a consultant to provide speech/language pathology services; and,

WHEREAS, these are specialized and intricate areas of expertise requiring specific knowledge and skill; and,

WHEREAS, CONSULTANT maintains all required licenses necessary to perform the services required by this Agreement; and,

WHEREAS, CONSULTANT possesses specific knowledge, skills, abilities, experiences, and expertise in the areas of speech/language pathology that would particularly benefit CITY; and,

WHEREAS, the City procured pricing for this service under **Section 35.18(C)(2), entitled "Professional Services,"** of the Procurement Code; and,

WHEREAS, **Section 35.18(C)(2)** of the Procurement Code authorizes the City to enter into contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique, without formal bidding procedures; however, state laws, such as the Consultants' Competitive Negotiation Act of the state statutes, as may be amended from time to time to the extent applicable, shall be followed; and,

WHEREAS, CITY desires to engage CONSULTANT to perform the services required herein for the CITY.



WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the speech/language pathology services for the CITY, including but not limited to evaluation of students, consultation with parents and staff, preparing written reports to the CITY, or other services which may otherwise be required. CONSULTANT agrees to provide speech/language pathology services to the CITY as such services are requested by the CITY in accordance with that description of such services as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. CITY shall provide assessments and protocols as needed by CONSULTANT in the performance of her duties.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement. CONSULTANT shall further provide copies of all state and local licenses to CITY.

2.4 CITY agrees to assist and cooperate with CONSULTANT in the performance of this Agreement by providing CONSULTANT with all necessary information required in the performance of CONSULTANT's services hereunder.

2.5 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CITY can terminate the agreement.

2.6 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar



services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

2.7 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.8 CONSULTANT agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). CONSULTANT agrees not to use or further disclose any protected health information ("PHI"), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. CONSULTANT will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. CONSULTANT will promptly report to CITY any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which CONSULTANT becomes aware. If CONSULTANT contracts with any agents to whom CONSULTANT provides PHI, CONSULTANT will include provisions in such agreements whereby the CONSULTANT and agent agree to the same restrictions and conditions that apply to CONSULTANT with respect to uses and disclosures of PHI. CONSULTANT will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. CONSULTANT may de-identify any and all PHI for educational purposes created or received by CONSULTANT under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, Subparts A and E. To the extent that information has not been de-identified, CONSULTANT will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, CONSULTANT will continue to safeguard the PHI beyond the termination of this Agreement to the extent required for compliance with HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible. To this end, CONSULTANT shall execute a HIPAA Business Associate Agreement, a copy of which is attached hereto as **Exhibit "B"** and by this reference incorporated herein.

2.9 CITY shall make available to CONSULTANT student records in so far as such records are necessary for CONSULTANT to provide services pursuant to this Agreement and such services have a legitimate educational purpose pursuant to 20 USC § 1232 (g), the Family Educational Rights and Privacy Act (FERPA). All records created under this Agreement shall become the property of the CITY. CONSULTANT shall be responsible for complying with all federal, state and local regulations with respect to educational, medical and public records, including, but not limited to Chapter 119, Florida Statutes.

2.10 CONSULTANT hereby confirms that it will abide by the professional and ethical guidelines established by its profession. Specifically, the Parties to this Agreement agree and understand that



they are utilizing the services of a licensed language and speech-language pathologies, licensed and insured under the laws of the State of Florida. CONSULTANT's services are subject to several specific Florida laws, including but not limited to Chapters 39, 456, and 491, Florida Statutes; Chapter 64B-4, Florida Administrative Code, and other state and federal guidelines. Should CONSULTANT's license be suspended, revoked or subject to other discipline, CONSULTANT must immediately notify CITY of such occurrence, and CONSULTANT shall have at its sole option the right to terminate this Agreement without penalty effective immediately.

2.11 CONSULTANT agrees to comply with all requirements of Sections 1012.321, or 1012.465, Florida Statutes, and any and all of its personnel who (1) are to be permitted access to CITY grounds when students are present, (2) will have direct contact with students, or (3) have access or control of CITY funds. Further, CONSULTANT shall successfully complete the background screening requirements of the referenced statutes and meet the standards established by the statutes prior to commencing performance under this Agreement. The CONSULTANT shall bear the cost of acquiring the background screening and shall submit evidence of compliance with this requirement. The Parties agree that the failure of the CONSULTANT to perform any of the duties described in this section or to immediately notify CITY of any change of status of CONSULTANT or its employees with respect to such background screening clearance shall constitute a material breach of this Agreement entitling CITY to terminate immediately with no further responsibilities or duties to perform under this Agreement. The CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONSULTANT's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3

TERM AND TERMINATION

3.1 This Agreement shall commence on July 1, 2019 and terminate on June 30, 2020 (the "Term"). This Agreement may be renewed for one (1) additional two (2) year term upon the mutual consent of the Parties, evidenced by a written Amendment to this Agreement extending the term thereof. CONSULTANT shall provide services to CITY on an as needed basis during this term.

3.2 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party seven (7) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.



ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed **the rate of fifty dollars (\$50.00) for one (1) hour.**

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 The Fee does not include out-of-pocket or travel expenses, which shall not be separately reimbursable.

4.5 All charges due to the CONSULTANT by the CITY are irrespective of whether or not a student is present when the schedule visit takes place. Any cancellation of appointment must be made at least twenty-four (24) hours in advance of the scheduled visit.

4.6 CONSULTANT shall be permitted to meet with CITY's students at the CITY's schools, the student's home or such other agreed upon location.

4.7 Payment will be made to CONSULTANT at:

A Love For Language, Inc.
15251 SW 51st Street
Miramar, FL 33027

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.



ARTICLE 6

INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, sustained by the CITY, its trustees, elected and appointed officials, agents, servants or employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, servants or employees in the performance under this Agreement.

6.2 Reserved.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this section, provide for indemnification by the CONSULTANT and that §725.06, Florida Statutes, requires a specific consideration be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.



7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONSULTANT shall obtain written agreement from its agent to provide the CITY thirty (30) days' notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.6.2 Workers' Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement shall be maintained by the CONSULTANT.



In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

~~7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:~~

- ~~1. Any Auto (Symbol 1)
— Combined Single Limit (Each Accident) — \$1,000,000~~
- ~~2. Hired Autos (Symbol 8)
— Combined Single Limit (Each Accident) — \$1,000,000~~
- ~~3. Non-Owned Autos (Symbol 9)
— Combined Single Limit (Each Accident) — \$1,000,000~~

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.2 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.



7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.11 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

8.1 During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

9.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue



Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10

GOVERNING LAW & VENUE

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 11

PUBLIC RECORDS

11.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

11.1.1 Keep and maintain public records required by the CITY to perform the service;

11.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Fla. Stat., or as otherwise provided by law;

11.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

11.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.



11.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 12
MISCELLANEOUS**

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

12.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



12.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONSULTANT **A Love For Language, Inc.**
Lucy Windevoxhel
15251 SW 51st Street
Miramar, FL 33027
Telephone No.: (305) 206-2873
Facsimile No.: (954) 391-5055
Email: aloveforlanguage@gmail.com

12.6 **Binding Authority.** 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.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.



12.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.13 **Third Parties.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

12.14 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, F.S., as amended from time to time, ARE SATISFIED.

12.15 **Scrutinized Companies.** CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter



into or renew a contract with any agency or local governmental entity for goods or services if:

12.15.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

12.15.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.15.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

12.15.2.2 Is engaged in business operations in Syria.

12.16 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of §768.28, Florida Statutes, as may be amended from time to time.

12.17 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

12.18 **Protection of CITY Property.** At all times during performance of this Agreement, CONSULTANT shall protect the CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

12.19 **Uncontrollable Forces.** Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

12.19.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, been prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

12.20 **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only



as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

12.21 **Compliance With Statutes.** It shall be CONSULTANT's responsibility to be aware of and comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of all state and federal agencies, as applicable; specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensees with a Florida public school or district.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:


CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK


By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY
Brian Sherman

CONSULTANT:

A LOVE FOR LANGUAGE, INC.

By: 
Name: Lucy M. Windexchel
Title: Speech Language Pathologist/owner

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lucy M. Windexchel as owner of A LOVE FOR LANGUAGE, INC., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of A LOVE FOR LANGUAGE, INC. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1st day of August, 2019.





NOTARY PUBLIC
Oniel Garcia
(Name of Notary Typed, Printed or Stamped)

EXHIBIT "A"

SCOPE OF SERVICES AND RESPONSIBILITIES

Speech and Language Pathologist Role and Responsibilities:

- Evaluate for: speech delays/disorders, language delays/disorders, and fluency disorders (stuttering)
- Write Individual Education Plans
- Provide speech/ language therapy as prescribed in the IEP
- Document services provided through the EASY IEP database
- Document and monitor students' progress regarding their S/L goals
- Collaborate with teachers
- Communicate with Parents
- Collaborate with the ESE team
- Participate in IEP meetings

EXHIBIT "B"

HIPAA BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that the City of Pembroke Pines ("Covered Entity") discloses Protected Health Information to A Love For Language, Inc ("Business Associate") (Covered Entity and Business Associate are each a "party" and together are the "parties) in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and to the extent applicable the Florida Information Protection Act (section 501.171, Florida Statutes):

1. Definitions

(a) Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean the individual or entity identified above as the Business Associate.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR Part 160.103, and in reference to the party to this BA Agreement, shall mean the Pembroke Pines Charter Middle School ("School").

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) The following terms used in this BA Agreement shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. All other capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.

(e) The following terms used in this BA Agreement shall have the same meaning as those terms defined in the Florida Information Protection Act, section 501.171, Florida Statutes: "customer records," "personal information," and "third-party agent." All terms that may be defined in multiple laws, i.e. HIPAA and the Florida Information Protection Act, shall be given such meaning as to provide the more strict interpretation or form of compliance with applicable state or federal laws.

(f) A citation in this Agreement to the Code of Federal Regulations, federal law, or state law shall mean the cited section as that section may be amended from time to time.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(c) Business Associate agrees to report to Covered Entity's Privacy Official, within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by this BA Agreement, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR Part 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by section 501.171, Florida Statutes.

(d) In accordance with 45 CFR Part 164.502(e)(1)(ii) and Part 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.

(e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Part 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR Part 164.526.

(g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

(h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law.

(j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business

Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

(k) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or Disclosure of Protected Health Information in violation of this BA Agreement.

(m) Business Associate agrees to indemnify, insure, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any Breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

(n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

(1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

(2) ensure that any agent or Subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and

(3) that all PHI or EPHI be secured when accessed by Business Associate's employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or EPHI; and

(4) that any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity, or no later than the third business day after the personnel change becomes effective; and

(5) report to Covered Entity any Security Incident of which it becomes aware in accordance with section 2(c) of this BA Agreement.

6) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR § 164.306(a).

(o) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall neither directly nor indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(q) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under HIPAA and the HITECH Act to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost and expense, and (2) in compliance with all applicable laws including HIPAA, the HITECH Act, and the Florida Information Protection Act (section 501.171, Florida Statutes), as these laws may be amended from time to time. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.

(r) Business Associate agrees to comply with the following:

(1) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

(3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to

privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(4) In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that, if it knows of a pattern of activity or practice of the other party that constitutes a material Breach or violation of the other party's obligation under the BA Agreement, the non-breaching party will take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

(s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy may be provided upon request by the Business Associate). Any use or disclosure permitted by this BA Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

(t) Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this BA Agreement, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

(b) Specific Use and Disclosure Provisions

(1) Business Associate may only Use or Disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity to fulfill its obligations under any consulting agreement, service agreement or any other agreement with Covered Entity (collectively "Underlying Agreement"), provided that such Use or Disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(2) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

(3) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:

(i) the Disclosure is required by law; or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(4) Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.

(5) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 CFR 164.514 (a)-(c).

(c) Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

4. Term, Survival and Termination

(a) Term

The term of this BA Agreement shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.

(b) Termination for Cause

Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any Underlying Agreement with Business Associate if Business Associate does not cure the Breach or end the violation within 30 days.

(c) Effect of Termination

(1) Except as provided below in section 4(c)(2) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the

protections of this BA Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) If the Underlying Agreement authorizes Business Associate to Use or disclose Protected Health Information for its own management and administration or to carry out its legal responsibilities and Business Associate needs to retain Protected Health Information for such purposes after termination of the Underlying Agreement, Business Associate shall:

(i) retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information;

(iv) not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at section 3 of this BA Agreement, which applied prior to termination; and

(v) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival

Business Associate's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5. Interpretation and Amendment of this BA Agreement

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

6. No Third Party Rights/Independent Contractors

The parties to this BA Agreement do not intend to create any rights in any third parties. The parties agree that they are independent contractors and not agents of each other.

7. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

Covered Entity: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Business Associate: Lucy Windevoxhel
A Love For Language, Inc.
15251 SW 51st Street
Miramar, FL 33027
Telephone No. (305) 206-2873
Facsimile No.: (954) 391-5055
Email: aloveforlanguage@gmail.com

8. Florida Information Protection Act: Business Associate agrees and understands that to the extent that the services and/or goods provided under the BA Agreement consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Business Associate's possession are breached in the manner set forth in the Act, Business Associate shall immediately notify CITY as indicated herein, and Business Associate shall work with CITY as required by the Act to assist in any of the following actions:

- a. Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by CITY;
- b. Provide notice to any and all consumers whose personal information has been breached;

c. Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

d. Ensure that Business Associate's third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of CITY who experience a breach notify CITY immediately, and work with Business Associate and CITY as outlined in this section of the Addendum.

The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

9. Miscellaneous

(a) **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/EPHI it releases to Business Associate.

(b) **Assignment of Rights and Delegation of Duties.** This BA Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.

(c) **Nature of Agreement.** Nothing in this BA Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (ii) any fiduciary duty owed by one party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the parties.

(d) **No Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BA Agreement may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.

(e) **Equitable Relief.** Any disclosure of misappropriation of PHI or e-PHI by Business Associate in violation of this BA Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

(f) **Severability.** The provisions of this BA Agreement shall be severable, and if any provision of this BA Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BA Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

(g) No Third Party Beneficiaries. Nothing in this BA Agreement shall be considered or construed as conferring any right or benefit on a person not party to this BA Agreement nor imposing any obligations on either party hereto to persons not a party to this BA Agreement.

(h) Headings. The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this BA Agreement (if any) are inserted for convenience only, do not constitute a part of this BA Agreement, and shall not affect in any way the meaning or interpretation of this BA Agreement.

(i) Entire Agreement. This BA Agreement, together with all exhibits, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both parties from time to time while this BA Agreement is in effect, constitutes the entire BA Agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BA Agreement in any provisions of the exhibits, riders, or amendments, the provisions of this BA Agreement shall control.

(j) Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this BA Agreement shall prevail over the provisions of any other agreement that exists between the parties that may conflict with, or appear inconsistent with, any provision of this BA Agreement or the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered Entity:

Business Associate:

City of Pembroke Pines

A LOVE FOR LANGUAGE, INC.

By: Charles F. Dodge

By: Lucy M. Winderinkel

CHARLES F. DODGE,

Name: Lucy M. Winderinkel

City Manager

Date: 9/11/19

Date: 8/01/2019

APPROVED AS TO LEGAL FORM

Brian Sherman
CHIEF OF THE CITY ATTORNEY

DATED: 9/14/19

Brian Sherman



Department of Health

LUCY MAJELLA WINDEVOXHEL

License Number: SA6466

Data As Of 7/31/2019

Profession	Speech-Language Pathologist
License	SA6466
License Status	CLEAR/ACTIVE
License Expiration Date	12/31/2019
License Original Issue Date	01/31/2002
Address of Record	15251 SW 51 ST MIRAMAR, FL 33027 UNITED STATES
Discipline on File	No
Public Complaint	No

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.



AMERICAN
SPEECH-LANGUAGE-
HEARING
ASSOCIATION

American Speech-Language-Hearing Association
2200 Research Boulevard
Rockville, MD 20850-3289

7/31/2019

Lucy Windevoxhel
15251 sw 51 st
miramar, Florida 33027

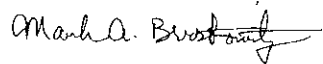
This letter serves as official verification of the certification status and public ethics history of the individual named below. ASHA certification must be renewed on a yearly basis through payment of annual dues and/or fees. There also is an additional maintenance requirement for completion of 30 hours of professional development activities every three years.

ASHA does not issue certification numbers. Additionally, ASHA does not maintain copies of application materials submitted for certification once certification has been awarded.

Individuals certified in speech-language pathology have successfully completed the requirements in effect at the time of their application for certification. This includes completion of the requisite academic course work and clinical practicum, completion of a Clinical Fellowship experience supervised by an individual who held valid ASHA certification in Speech-Language Pathology during the CF experience, and successful completion of the Praxis examination in Speech-Language Pathology administered by the Educational Testing Service (ETS).

Name:	ASHA Account Number:	Certification Status:
Lucy Majella Windevoxhel	XXXXX8356	CCC-SLP
Area of Certification:	Certification Awarded:	Valid Through:
SLP	07/01/2001	03/31/2020

Todd R. Philbrick, CAE
Director, Certification

MEMORANDUM OF INSURANCE				Date Issued 07/25/2019	
Producer Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 1-800-503-9230			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured A Love For Language, Inc 15251 South West 51st Street Miramar, FL 33027			Company Affording Coverage Liberty Insurance Underwriters Inc.		
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims. The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability	AHY-562219008	01/19/2019	01/19/2020	Per Incident/ Occurrence	\$1,000,000
SpeechLangH Fm Speech Language Pathologist				Annual Aggregate	\$3,000,000
Memorandum Holder is added as an Additional Insured but only as respects to claims arising out of the sole negligence of the named insured subject to the terms and provisions of the policy.					
Memorandum Holder: City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative Mark Brostowitz		
					

Policy number:

081 189 351

Policy effective date:

May 7, 2019

Coverage	Limits	Deductible	Premium
Tape	Not purchased*		
Total premium for 2018 Mazda 3			\$762.46

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN 3MZBN1W34JM174201

Lienholder

Mazda American Credit (Lease)







Rating information

- This vehicle is driven over 7,500 miles per year, 3-9 miles to work/school, adult age 47, with no unmarried driver under 25, good driver rate

Interested party

Mazda American Credit (Lease)

Coverage detail for 2018 Mazda Cx-5

Coverage	Limits	Deductible	Premium
Personal Injury Protection		\$0	\$89.36
Death Benefit	\$5,000 each person		
Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition), Income Loss and Loss of Services	\$10,000 each person		
Medical Expenses Limit:			
Medical Expenses - Emergency Medical Condition	\$10,000 each person		
OR			
Medical Expenses - Non-Emergency Medical Condition	\$2,500 each person		
The sum of Medical Expenses, Income Loss and Loss of Services benefits cannot exceed the aggregate \$10,000 limit.			
 Auto Collision Insurance	Actual cash value	\$500	\$180.54
 Auto Comprehensive Insurance	Actual cash value	\$0	\$69.82
Automobile Liability Insurance			
 Bodily Injury	\$100,000 each person \$300,000 each occurrence	Not applicable	\$219.47
 Property Damage	\$100,000 each occurrence	Not applicable	\$80.84
 Rental Reimbursement	up to \$30 per day for a maximum of 30 days	Not applicable	\$20.87
 Towing and Labor Costs	Not purchased*		
Uninsured Motorists Insurance for Bodily Injury	Not purchased*		

(continued)