

THE TOBY CENTER FOR FAMILY TRANSITIONS, INC. REFERRAL AGENCY AFFILIATION AGREEMENT

I. PURPOSE

This Affiliation Agreement (the "Agreement") is made and is effective by and between THE TOBY CENTER, INC., a 501 (c)(3) Not for Profit Corporation, hereinafter: "Center" and _____, an agency/program/individual licensed/certified to provide child welfare/mental health services/supervised visitation services to individuals in the State of Florida., hereinafter the "Affiliate". This Agreement shall be effective _____ and remains in effect until terminated in accordance with the terms of this Agreement.

II. AGREEMENT TERMS

A. Compensation

The Affiliate shall compensate the Toby Center in accordance with the separate schedule attached to this agreement and incorporated by reference herein.

B. Consumers

The Consumers (encompassed by this Agreement) shall include by a separate schedule attached to this agreement and incorporated by reference herein.

C. General Requirements

1. The Toby Center agrees to provide individualized supervised visitation /therapy/mediation/parent coordination/monitored child exchange/other to clients who are:

a. Enrolled/registered/ court ordered with or by (include name of court or program)

_____;

b. have an active Parenting Plan prescribing the service based on a comprehensive assessment or court order; and

c. have chosen the Toby Center to provide supervised visitation/training/other services required by the court or agreed parenting plan.

2. The Toby Center agrees to provide services including, but not limited to Supervised Therapeutic Visitation in accordance with the Standards for Supervised Visitation as promulgated by **the Florida Supervised Visitation Standards Committee** and the **FSU Clearinghouse for Supervised Visitation** for clients who choose to receive visitation/counseling/mediation/other (specify) _____ from the affiliate, **for "Family Reunification", Supervised Visitation and or other Services**

1. Affiliated Provider shall furnish the Center with an active Service Plan for all clients referred to affiliate for services.

2. If a Client initially requests services through Affiliated Provider, Affiliated Provider shall provide the Toby Center with a) signed authorization for b) specified service(s); c) total funding and or hours for selected service; and d) promise for compensation and associated reimbursement of related expenses as outlined or otherwise permitted. Client goals and or court orders need to be provided with authorization.

3. Affiliate and Center agree that coordination of services – including service planning, and assessments – occurs efficiently and effectively. The Affiliate has the affirmative responsibility to communicate with the Center to manage coordination of services in conjunction with legally mandated authorities (for example, a legally mandated authority could be a court, or court program, A state agency (Department of Children and Families, or one of its delegates, e.g. Child Net, Inc.). The Affiliate agrees to do this through *(insert agreed upon mechanism here.)*

4. Affiliate and Center agree to establish a central communications and coordination contact link with each other with appropriate case management contact names, emails and phone numbers.

6. Affiliate agrees to collaborate with the Center in the development, implementation, evaluation, and revision of each client's Service Plan. The Affiliate shall accomplish this through *(INSERT AGREED UPON PROCEDURES AND TIMELINES HERE)*.

7. Affiliate agrees to incorporate Center-developed Diagnostic Assessment material and Service Plans into the Affiliate provider's Service planning process.

8. Either party may request a service planning review when the client, affiliate, or Center believes that the current treatment plan needs strengthening.

C. Ongoing Communication

1. The parties agree to maintain ongoing communication regarding shared clients. Mechanisms for this communication shall include:

a. Monthly review of Service Plans.

b. Communication of significant changes in client status within 3 business days. Significant status changes include New Court orders, New Child Net Case plans and objectives.

c. Communication of crisis events and crisis planning.

D. Record Keeping, Audits and Reconciliation

1. The Toby Center agrees to make all records relating to services provided to joint clients available to each other for service planning and coordination purposes as is possible. These include, but are not limited to:

a. Client identification and enrollment information;

b. Comprehensive and functional assessment reports;

c. Field and/or Progress Notes (clinicians retains right for determination of scope and HIPAA compliance in so doing)

2. Affiliate shall be responsible for all fiscal auditing and monitoring related to Contracts or Grants between the Center and third parties, in accordance with the terms of such contracts or grants.

3. Affiliate will notify the Center of any suspension or changes or termination of case needs with a minimum 14 day notice.

E. Dispute Resolution

In the event that a dispute arises between Affiliate and the Center, the parties shall make a good faith effort to resolve the dispute through mediation. Any mediator selected shall be by consent after discussion between the parties and the cost of mediation shall be borne equally by the parties.

F. Compliance with Law

Both parties shall abide by all applicable federal and state laws and regulations in the performance of their respective obligations under the terms of this Agreement.

G. Contract Construction, Assignment, Amendment, and Termination

1. The Affiliate shall not assign this Agreement without prior written consent of the Center. As a condition for granting approval of any assignment, The Center shall require that such assignee be subject to all conditions and provisions of this Agreement and all federal and state laws and regulations governing this Agreement.

2. Any legal action arising as a result of this Agreement must be brought in a court of competent jurisdiction within the State of Florida.

3. This Agreement shall be governed by the laws and regulations of Florida and the United States.

4. This Agreement may be modified or amended only if such modification or amendment is in writing and signed by both parties, except that any amendments to laws and regulations governing the performance of this Agreement shall result in the correlative modification of this Agreement without the necessity of executing a written amendment.

III. LIABILITY

Affiliate shall keep and hold the Center and its officers, directors, agents, servants, and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including (but not limited to) all reasonable costs for defense and investigation thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained by virtue of Affiliate's activities on behalf of The Center or its clients, as a proximate result of the acts or omissions of the Affiliate, its agents, servants or employees, or arising out of the operations of the Affiliate, excepting such liability as may result from the sole negligence of the Center, its officers, directors, agents, servants, and employees; provided, however, that upon the filing of any claim with the Center for damages arising out of incidents for which Affiliate herein agrees to hold the Center harmless, then and in that event the Center shall notify Affiliate of such claim and Affiliate shall have the right to settle, compromise, or defend the same.

IV. CONFIDENTIALITY; NON-DISCLOSURE

1. In the course of performing Affiliate Services, the parties recognize that the Affiliate may come in contact with or become familiar with information which the Center may consider confidential. This

information may include, but is not limited to, information pertaining to the Center's computer and other systems, which information may be of value to a competitor. The Affiliate agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Center personnel or their designees.

2. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Center and the Affiliate. The Affiliate is an independent contractor and not an employee of the Center. The consideration set forth in the attached schedule of compensation shall be the sole consideration due the Affiliate for the services rendered under this Agreement. It is understood that the Center will not withhold any amounts for payment of taxes from the compensation of the Affiliate under this Agreement. The Affiliate will not represent to be or hold itself out as an employee of the Center.

3. Affiliate acknowledges that the business of the Center is specialized and unique and that, in entering into this Agreement, the Center may from time to time provide the Affiliate with access to Confidential Information relating to the business of the Center. Affiliate acknowledges that this Confidential Information constitutes a valuable, special and unique asset used by the Center in its business to obtain a niche in the marketplace for Human Services. Affiliate further acknowledges that protection of such Confidential Information against unauthorized disclosure and use is of critical importance to the Center in maintaining its market niche. Affiliate agrees that Affiliate will not, at any time during or after affiliation with the Center, make any unauthorized disclosure of any Confidential Information of the Company, or make any use of such Confidential Information, except in the carrying out of its delegated service(s). Affiliate agrees to preserve and protect the confidentiality of third-party Confidential Information to the same extent, and on the same basis, as the Center's Confidential Information.

4. For purposes of this Agreement, "Confidential Information" includes business operations and methods, existing and proposed investments and investment strategies, client data, financial performance, compensation arrangements and amounts (whether relating to the Center or to any of its employees), contractual relationships, business partners and relationships (including clients and referral sources), marketing strategies and other confidential information that is regularly used in the operation, technology and business dealings of the Center, regardless of the medium in which any of the foregoing information is contained, so long as such information is actually confidential and proprietary to the Center. The term "Confidential Information" shall not include information which (i) is or becomes a part of the public domain through no action or failure to act, whether directly or indirectly, on the part of the Affiliate, or (ii) was lawfully acquired by Affiliate subsequent to termination or conclusion of this agreement from a source that had the right to disseminate such information at the time it is acquired by Affiliate.

V. NON-COMPETITION AND NON-SOLICITATION OBLIGATIONS.

1. In order to perform its duties under this Agreement, the Center shall provide Affiliate with, and give it access to, Confidential Information. Affiliate acknowledges and agrees that, will be provided with, and have access to, significant Confidential Information after the execution of this Agreement and will be responsible for providing key services in the Center's overall program of fostering family relationships. Affiliate acknowledges and agrees that this responsibility creates a special relationship of trust and confidence between the Center and the Affiliate. Affiliate also acknowledges that this creates a high risk and opportunity for Affiliate to misappropriate the Center's Confidential Information, business relationships, and goodwill. Affiliate acknowledges and

agrees that it is fair and reasonable for the Center to take steps to protect itself from the risk of such misappropriation.

2. During the **Non-Compete** Term (as defined below) Affiliate will not, directly or indirectly, cease meaningful progress of referred client without due process and notification.

3. For purposes of this Agreement:

“Social Service Agency” means any organization, whether organized for profit or non-profit, public or private that is in the business of or is mandated by law to provide social services to the public;

4. During the **Non-Compete** Term, Affiliate will not, either directly or indirectly, call on, solicit or induce any other employees or officers of the Center to terminate their employment, and will not assist any other person or entity in such a solicitation; provided, however, that with respect to soliciting any employee or officer whose employment was terminated by the Center, the foregoing restriction shall not apply.

5. Affiliate acknowledges that the Confidential Information provided to Affiliate pursuant to this Agreement, and the Center's need to protect its goodwill, gives rise to the Center's interest in these restrictive covenants, and that any limitations as to time, geographic scope and scope of activity to be restrained defined in this Agreement are reasonable and do not impose a greater restraint than is necessary to protect the goodwill or other business interest of the Center. Affiliate further agrees that if, at some later date, a court of competent jurisdiction determines that certain covenants do not meet the criteria set forth in F.S. 542.335(1)(b), those covenants shall be reformed by the court, to the least extent necessary to make them enforceable.

We look forward to working with you and building a relationship for improving child outcomes!

ACKNOWLEDGED AND AGREED

Representative

Date

Affiliated Referral Agency

ACCEPTED

Representative

Date

The Toby Center for Family Transitions