

**AGREEMENT FOR PREVENTION AND EARLY INTERVENTION  
EDUCATIONAL SERVICES PROVIDED IN THE (NIGHT-TIME) FAMILY  
EDUCATION PROGRAM**

The School Board of Clay County, Florida (SBCC) through the Department of Academic Support Services hereby enters into this Agreement with CLAY ACTION COALITION, INC. and states:

WHEREAS, it is the intent of The School Board of Clay County, Florida (hereinafter "School Board") to contract for the delivery of prevention education services for the night-time family education program which is utilized by secondary schools in Clay County as an alternative to suspension program, and

WHEREAS, CLAY ACTION COALITION, INC. (hereinafter "Contractor"), is a qualified Prevention Provider Company that is able to meet the needs of the School Board and to provide prevention and early intervention educational services under the terms and conditions as contained herein,

IT IS THEREFORE AGREED by and between the parties as follows:

1. **TERM OF AGREEMENT:** Prevention Education Services provided by Contractor shall commence on August 30, 2016 through May 30, 2017 and may be extended for a period of one (1) year by mutual written agreement of the parties.
2. **TERMINATION:** This Agreement, or parts of this Agreement, may be terminated by either party at any time, upon no less than thirty (30) days written notice to the usual mailing address of either party.
3. **CONTRACTOR Agrees:**
  - a) Contractor shall provide trained prevention educators to deliver research-based proven effective prevention educational services one night per week for 36 weeks beginning August 30, 2016, to student and parent/guardian as stated in the behavioral contract initiated by the school.
  - b) Contractor shall collaborate as needed with school administrators, parents, and student services representatives to support the needs of each individual student.
  - c) Contractor shall provide program implementation results (pre-post survey data) to be used for assessing program outcomes.
  - d) Contractor further insures that no services will be denied or delayed to anyone on the basis of race, creed, color, or national origin, age, sex, or socio-economic status.
  - e) Contractor will comply with the requirements of the Jessica Lunsford Act and Florida Statutes 1012.465, 1012.467 and 1012.467 by requiring that all "Contractor" personnel who come in contact with students, or who enter upon any SBCC school campus where students are present, are fingerprinted and have passed a Level II background check at no cost to the SBCC.

4. SBCC agrees:
  - a) To designate a representative to coordinate with the contractor in reference to providing names of participants on a weekly basis so that necessary preparations for the delivery of services is adequately maintained.
  - b) To provide classroom space located at 2306 Kingsley Ave. Orange Park, Bldg. 18 Room 1818, one night per week for 36 weeks for the delivery of proven effective substance use prevention curriculum.
  - c) To pay the Contractor an amount of:  
\$75/per hour x 2.5 hours/night x 36 nights x 2 prevention educators = \$ 13,500.00  
Curriculum materials, Participant booklets, supplies, parent/student informational packets and certificates upon completion of the program are included in the total amount of \$13,500. (See Attachment 1)
5. **INSURANCE:** During the term of this contract, Contractor shall procure and maintain with a carrier authorized to do business in Florida and acceptable to the School Board public liability and malpractice insurance coverage in the following amounts: Two Hundred Thousand Dollars (\$200,000) per person; Five Hundred Thousand Dollars (\$500,000) per occurrence with One Million Dollars (\$1,000,000) umbrella coverage from a carrier with a rating of A- or greater. The School Board shall be named as an additional insured as well as a certificate holder under the Contractor's Professional Liability Insurance Policy. In addition, the Contractor shall, unless otherwise exempted by Florida Statutes, maintain workers' compensation insurance that fully complies with the Florida Workers' Compensation Law. In case any employee engaged in work under this contract is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate insurance for the protection of its employee not otherwise protected. As evidence of such coverage, Contractor shall furnish the School Board with a Certificate of Insurance prior to commencing services under the Contract. Contractor shall provide for a minimum of thirty (30) days' written notice to the School Board of any change or cancellation of said insurance.
6. **INDEMNIFICATION:** Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat., or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected

officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be subject to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefits acts, other employee benefit acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of this and any other contract with the School Board.

IN WITNESS THEREOF, the above mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.

CLAY ACTION COALITION, INC.

SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA

\_\_\_\_\_  
Donna Wethington, Executive Director

\_\_\_\_\_  
Johnna McKinnon, Chair

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

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

**Attachment 1**

**Clay Action Coalition, Inc. Payment Schedule**

August 30, 2016 through June 30, 2017

Amount of \$13,500 to be paid in three equal payments of \$4,500.00 according to the following schedule:

Completion of FEP Sessions I and II	November 15, 2016	\$4,500.00
Completion of FEP Sessions III and IV	February 28, 2017	\$4,500.00
Completion of FEP Sessions V and VI	May 30, 2017	\$4,500.00