

AGREEMENT BETWEEN
SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
CLAY BEHAVIORAL HEALTH CENTER, INC.
FOR
MENTAL HEALTH COUNSELING SERVICES – FY 2016/2017

THIS AGREEMENT made and entered on this **1st Day of July 2016** and continued for the **2016-2017** school year, by and between the School Board of Clay County, Florida, 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter called the CLIENT) and Clay Behavioral Health Center, Inc., whose address is 3292 County Road 220, Middleburg, Florida 32068, (hereinafter called AGENCY).

WITNESSETH

WHEREAS CLIENT desires to retain an agency that is qualified to furnish mental health counseling and consultation services as needed and has determined that AGENCY has the expertise to perform this task based on information submitted and previous services provided; NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants and promises contained herein, the parties agree as follows:

A. The AGENCY agrees to provide, under the general supervision of a licensed psychiatrist, mental health counseling and consultation service as needed and as identified herein.

B. The AGENCY agrees to provide the following insurance coverage's with a carrier authorized to do business in Florida and acceptable to the CLIENT:

- General Liability insurance coverage, three million dollars (\$3,000,000) General Aggregate, one million dollars (\$1,000,000) personal, one million dollars (1,000,000) per occurrence. The CLIENT shall be named as additionally insured and this Agreement shall be named ("Mental Health Counseling Services") on the AGENCY'S insurance certificate.

-Professional Liability insurance coverage, one million dollars (\$1,000,000) per occurrence, three million (\$3,000,000) aggregate.

-Automobile insurance coverage, one million dollars (\$1,000,000) combined-single limit (coverage's shall extend for all owned and non-owned vehicles used in connection with providing services under this Agreement).

-Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

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 limited 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 benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

Nothing contained in this Agreement shall be construed as creating any contractual relationship between a sub-contractor and the CLIENT. The AGENCY shall be as fully responsible to the CLIENT for the acts and omissions of a sub-contractor as they are of persons directly employed by the AGENCY.

The AGENCY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of any or all of its rights, title or interest herein to any agency, person, company or corporation without prior written consent of the CLIENT. The AGENCY has sole and exclusive responsibility for furnishing services in accordance with this Agreement.

All employees of the AGENCY shall be considered to be at all times the sole employees of the AGENCY under its sole direction and not an employee or agent of the CLIENT. The AGENCY shall provide qualified personnel only. All employees of AGENCY shall, at no cost to client, submit to and pass a level 2 background check as required by Fla. Stat. 1012.465 and 1012.467 prior to entering upon school grounds when students are present or coming in contact with students. Each employee of the CLIENT shall submit to and pass a Level 2 background check by the Clay County School District and/or present a Level 2 certified copy of background clearance to the AGENCY's Human Resource Department.

The AGENCY agrees to enroll in E-Verify. All new employees assigned by the AGENCY to perform work pursuant to this contract shall have their citizenship verified through E-Verify and shall be verified as employment eligible within 3 business days after the date of hire. Said verification shall be supplied to School Board upon receipt.

C. The AGENCY agrees to provide services consistent with the highest degree of care and shall comply with all of the medical and ethical requirements imposed by the Florida State Department of health, the Florida State Department of Education and any other applicable regulatory agency.

In the event of delivery of services of a quality not complying with specifications or failure to

comply with service schedules, the CLIENT may declare the AGENCY in default and terminate the Contract because of the AGENCY's breach of contract. This termination of Contract shall be by written notice to the AGENCY; the date of termination shall be stated in this notice. The CLIENT shall be the sole judge for determining non-performance.

Either party may terminate this Agreement at any time by giving not less than thirty (30) days advance written notice to the other party. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination unless termination is due to breach of contract.

D. The AGENCY agrees to submit to the CLIENT monthly invoices for the hours they have scheduled services. This monthly invoice shall reflect billing at the current Medicaid hourly rate for hours scheduled during that month. Additionally, the AGENCY agrees to maintain a log, reporting the time spent in the performance of authorized services rendered. The CLIENT shall include this log in their audit of the billing to make any adjustments needed when there are differences between services scheduled and services actually rendered. Audits shall be performed every four months during the Contract period to make any adjustments needed for the previous four month period. This "Adjustment" invoice shall reflect a line item listed as "four month adjustment" stating it is either an additional charge or a credit based on the CLIENT'S attached log of actual time spent providing services. Services to students should conclude no later than **Friday, May 26, 2017. In all cases, invoices must be received by June 09, 2017.** Any invoices received after that date will not be paid.

E. The AGENCY agrees to comply with all policies and procedures established by the CLIENT which shall include but not be limited to the following:

- a. Priorities of Service
- b. Communication Procedures
- c. Referral, Screening, Evaluation, Staffing, Scheduling and Dismissals
- d. Record Keeping and Reporting
- e. Confidentiality
- f. Participation in Required Individual Educational Plan Meetings and Documentation

F. The AGENCY agrees to provide, prior to performance under this contract, the following documents:

- 1) Copy of Provider's State of Florida License
- 2) Certificate of Insurance as specified herein.

G. The AGENCY'S goal is to maintain, or return, students with significant behavioral disabilities to the least restrictive educational environment, in part, through the provision of appropriate mental health services.

H. DEFINITIONS

1-**Eligible Students** - Students who:

- a) Are already staffed into ESE Programs and
- b) Display emotionally/behavioral problems which have not been re-mediated in spite of the implementation of appropriate interventions, and

c) Are in need of additional or more-in-depth counseling than can be provided by CLIENT'S staff.

2-Referral Process

The ESE Contract Counseling Request with attachments is to be submitted to the Director of ESE and Student Services. Upon receipt, the Director shall review and consider for approval all referrals. The AGENCY shall be notified by letter of all approved requests together with copies of the ESE Contract Counseling Request itself. This shall authorize the AGENCY'S staff to contract the school that confers with appropriate personnel regarding the IEP review. During or before the IEP review, the AGENCY'S staff shall complete the Registration and Consent for Treatment form

The precise number of cases that shall require counseling services is unknown and none is guaranteed by the CLIENT.

I. The AGENCY shall provide the following services as related to students reviewed for therapeutic counseling by the CLIENT'S Director of ESE and Student Services:

1-AGENCY shall provide all authorized counseling services at CLIENT facilities during regular school hours, with the exception of authorized group meetings held at school facilities during evening hours. Such group meetings may include, but are not limited to, parent education meetings.

2-The primary responsibility of the AGENCY in providing services to students with significant behavioral disabilities shall be to meet the counseling needs of these students as documented on their Individual Educational Plans. It is the intention of the CLIENT that these services are primarily utilized by students in the Emotionally Behaviorally Disordered self-contained (EBD SC) programs. Any exception to this policy shall be made on a case by case basis.

3-The initial schedule of the AGENCY'S time at school sites shall be based on these IEP requirements. An initial meeting shall be held as needed at each site to include, at least, the following individuals:

- a. The Principal or Administrative Designee
- b. The ESE teacher(s)
- c. CLIENT'S Appropriate Personnel

The purpose of this meeting - and any later ad hoc meetings - shall be to discuss the AGENCY'S service provisions in the following priority areas:

- a. Direct Counseling with Students, Per IEP Requirements
- b. Group Therapy
- c. Parent Education

Recommendations from these meetings must be approved by the AGENCY; the CLIENT'S Director of ESE and Student Services or designee and, if approved, should be reflected on subsequent logs and billings under this Agreement.

4-AGENCY shall review all information provided on students referred for direct counseling services

5-AGENCY shall schedule and conduct in-school groups and/or individual counseling sessions, in cooperation with CLIENT personnel, and with the students. The scheduling and extent of the counseling must be approved by the Director of ESE and Student Services based on

recommendations resulting from a review of the student's Individual Educational Program.

6-AGENCY shall participate in IEP Reviews and planning sessions regarding ESE students, as authorized by the CLIENT'S Director of ESE for students referred under this contract. These planning sessions shall include, at least, the Building Administrator, ESE teachers, ESE District Office Representative and the AGENCY'S Mental Health Provider.

7-AGENCY shall participate in monthly planning meetings upon request. Meetings shall include the AGENCY'S Contract Manager or designee, the school administrator and the ESE Director or designee.

8-AGENCY may engage the assistance of other qualified mental health professionals in the counseling provided the assisting mental health professional remains under the direct supervision of and at the expense of the AGENCY.

9-AGENCY shall provide full written progress reports to the CLIENT upon request.

10-AGENCY Agrees to bill the CLIENT on a monthly basis for services rendered. Agency personnel shall sign in and out upon arrival and departure from each campus.

11-Under the conditions stated herein the AGENCY shall be responsible for administration of the AGENCY'S role in this therapeutic counseling as may be necessary for successful delivery of authorized counseling, and invoice to the CLIENT on a continuing basis.

12-AGENCY shall provide technical assistance, training, or other related help as may be necessary for teachers, support personnel, parents, or others regarding a carryover of the therapeutic counseling.

13-AGENCY'S Director shall review and approve all therapy materials prior to their use with CLIENT'S Students.

14-AGENCY shall provide consultation to staff serving students with significant behavioral disabilities.

15-AGENCY shall provide psychiatric evaluation of students referred by the CLIENT'S Director of Exceptional Student Education and/or Student Services (approximately 5-6 students).

16-AGENCY shall provide access to psychiatric intervention during emergency crisis situations involving students with significant behavioral disabilities_during the school day.

17-AGENCY shall ensure that each of their employees who come in contact with client's students or who enter upon school grounds when students are present have, at no cost to the CLIENT, undergone fingerprinting and background screening or have otherwise met the requirements of 1012.465, 1012.467 or 1012.468, prior to having contact with students or entering upon school grounds when students are present.

J. The CLIENT shall do the following:

1-CLIENT agrees to provide the facilities necessary for on-site therapeutic counseling

2-CLIENT agrees to design and implement all referral forms as may be required for the administration of this program by all parties.

3-CLIENT agrees to design and implement procedures for the identification and referral of students in need of therapeutic counseling services.

4-CLIENT agrees to administer such part of this counseling program as may be necessary for the development and maintenance of the CLIENT 'S project records concerning referrals, planning and counseling and payment procedures and other records as may be deemed desirable for the student's welfare or for CLIENT'S needs.

5-CLIENT shall be responsible for presenting eligible pupils at their appointed time for counseling by the AGENCY.

6-CLIENT shall ensure staff members' participation as needed in quarterly meetings with the AGENCY for the purpose of planning and scheduling for services to CLIENT'S ESE students.

7-CLIENT shall pay to the AGENCY, on a monthly basis, charges based on the current hourly Medicaid Rate and invoiced for authorized on-site counseling services. Fractional hours shall be rounded to the nearest quarter hour. Such hourly compensation for on-site work shall be the only compensation payable by the CLIENT and shall be deemed by the parties as total compensation to the AGENCY hereunder including but not limited to compensation for procedural updating, supervision, management billing, travel, and any off-site work performed by the AGENCY in their performance of this Agreement.

K. The parties agree that the terms of this agreement shall incorporate all of the terms contained in CLIENTS purchase order.

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

CLAY BEHAVIORAL HEALTH CENTER, INC.

By _____
Johnna McKinnon, Chairman of the Board

By _____
Irene M. Toto, LMHC
Chief Executive Officer

Attest _____
Terry D. Roth, Director
Exceptional Student Education and
Student Services

Attest _____

Date _____

Date _____