

MEMORANDUM OF UNDERSTANDING
BETWEEN
MAGELLAN FEDERAL, INC.
AND THE
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

This Memorandum of Understanding (MOU) sets forth guidelines to clarify the responsibilities of The School Board of Clay County, Florida (hereinafter SBCC or School District) and Magellan Federal, Inc. (Magellan) with respect to child and youth behavioral (CYB) program services provided by Magellan pursuant to its contract with the federal government to operate part of the Military & Family Life Counseling (MFLC) Program on behalf of the Department of Defense, 47QFCA21C0001 (the Contract).

- A. Magellan desires to provide Child and Youth Behavioral (CYB), non-medical counseling support to certain students, their parents/families and faculty and staff of schools they attend and the School District desires that Magellan provide the CYB Services; and
- B. The parties desire to enter into this MOU to set forth their mutual understanding with respect to the terms and conditions under which CYB Services will be provided.

The parties agree as follows:

1. Scope of Services

- a. CYB Services will consist of non-medical, short-term counseling and problem resolution support for issues amenable to short-term resolution (e.g., school adjustment issues, deployment and reunion adjustments, and parent-child communication) provided to students who (i) attend designated schools within the School District and (ii) have one or more parents or guardian who is an active duty member of the military or an activated member of the National Guard or Reserves.
- b. CYB Services may include any of the following, as appropriate:
 - Short-term, non-medical counseling for active duty military children/parents/families
 - Psycho-educational/supportive group activities for parents, or students
 - Training presentations for teachers regarding MFLC services and military lifestyle issues
 - Outreach to and psycho-educational presentations for military parents/families
 - Training and support meetings for active duty military parents/families addressing developmental and behavioral needs and milestones and the impact of deployment/reintegration on qualified children
 - Support to parents, and students for on-going management of personal issues
 - Support to teachers in managing the stress of their qualified students
 - Support to individual students with academic challenges or adjustment problems
 - Consultation to teachers regarding improving child and youth social interactions, behavior and other student needs
 - Interaction with qualified students/families during deployment and re-deployment transition and re-integration
 - Problem solving with teachers and staff about how to engage/intervene with children displaying behavioral difficulties including bullying and self-esteem

The parties may from time-to-time agree to the provision of other non-medical support services.

- c. CYB services do not include:
 - Psychotherapy
 - Supervision of any child or group of children. The CYB counselor should not be counted in the student-teacher ratio.

Participation in any Special Needs Assessment Process (SNAP). The CYB counselor may be introduced as an additional resource and assist in coaching, guiding, and supporting behavioral interventions resulting from the SNAP.
- d. CYB Services are provided without charge to School District, the student, or the student's family.
- e. Modality of Services: Services are provided on-site at the school, in person. However, under special circumstances with school system concurrence (e.g. need for social distancing) virtual services may be available via a video-teleconferencing modality.

2. Magellan Responsibilities

- a. Magellan will provide CYB Services to eligible faculty, staff, parents/families, and students referred by School District.
- b. Magellan will designate a supervisor to act as liaison with the School District to facilitate coordination of CYB Services with the School District.
- c. Magellan will ensure that each counselor assigned to the School District to provide CYB Services (CYB counselor) will meet or exceed the qualifications required under the Contract, including without limitation:
 - Graduate degree in a recognized (licensed as an independent practitioner) in the mental health field
 - Valid, unrestricted counseling license
 - Experience working with children or youth
 - Successful processing of a criminal history background check and a FBI fingerprint check in accordance with Magellan's established processes and applicable Florida Statutes. The cost of this screening will be borne by Magellan.
 - Completion of all trainings required by the Department of Defense to be completed before providing CYB Services.
- d. Consistent with their licensing requirements, MFLC counselors have the duty to notify local law enforcement personnel regarding all cases of suspected child abuse and/or neglect, and when duties to warn and protect arise, as may be required by state law and other applicable law and as also required under the requirements of the MFLC contract. School District personnel will not be responsible for any MFLC counselor reporting duties that may arise during the course of service.

3. School Responsibilities

- a. Once schools are identified and qualified for services in accordance with OSD guidance, School District will specify the dates and times of service delivery, to be agreed upon by Magellan and School District.
- b. School District will identify eligible faculty, dependents of active duty military personnel or family members of a member of a civilian expeditionary force, parents/families, and students who have provided parental consent and make referrals to Magellan for CYB Services.

- c. School District will demonstrate its support for and promote awareness of CYB Services within the designated schools and their communities through communications to teachers, staff, and families.
- d. School District will designate a point of contact with Magellan, principals of the designated schools or their designees, and community contacts to support and coordinate the implementation of CYB.
- e. School District will provide suitable space for the purpose of providing short-term counseling services (primarily, common space areas).

4. CYB Counselor Responsibilities

- a. CYB counselors will ensure that parental consent is in place prior to conducting counseling with any eligible child or youth.
- b. When providing CYB Services to one or more children or youth, CYB counselors will at all times remain in the line of sight of a child's parent, guardian, or School District personnel.

5. Personnel

- a. MFLC Counselors must always wear identification badges, which identify them as MFLC Counselors while on School District premises. MFLC Counselors will not be permitted to enter School District premises without proper identification badges.
- b. MFLC Counselors must have been successfully processed for a criminal history background check using MAGELLAN's established processes.
- c. MAGELLAN must ensure that all MFLC Counselors are properly licensed at the Master's or Doctorate level and have experience working with children or youth as required by the MFLC contract.
- d. MAGELLAN personnel will complete all trainings mandated by the Department of Defense MFLC Contract and MAGELLAN before providing services to students at the School District.
- e. All MAGELLAN personnel must remain in "line of sight" of a School District employee and/or parent during any individual consultation with a student. "Line of sight," for purposes of this MOU, means that the consultant must at all times be either directly visible to a School District employee during consultation, or that a School District employee could easily view the student during the consultation (i.e. no closed doors).
- f. MAGELLAN personnel will not engage in clinical therapy or formal "critical incident/stress debriefing" services while on School District premises.

6. Miscellaneous Provisions

- a. MAGELLAN understands that its services are not in any way affiliated with School District counseling programs and that no School District counseling resources will be diverted in any way to assist the Services.
- b. MAGELLAN must clearly state prior to all counseling and/or training sessions with students that it is not acting as an agent or representative of School District in the provision of services to any School District student.

c. School District reserves the right to terminate any program or activity conducted by MFLC Counselors that causes undue disruption to the educational process.

d. This MOU will not serve to create a principal/agent relationship, partnership, or joint venture between School District and MAGELLAN. Each party will always retain control over its own employees and agents.

e. This MOU may not be amended or modified except in writing by School District or its designee and Magellan's designated POC or contact.

f. Any notice required under this MOU must be in writing and directed to the following persons:

To Magellan: Daniel P. McCarthy, Ph.D. Program Director, Military & Family Life Counseling, Magellan Federal, Inc., 8621 Robert Fulton Dr. Columbia, MD 21046, **Office** 410-953-1273, **Mobile** 443-477-2776 | **E** dpmccarthy@magellanhealth.com

To School District: Laura Fogarty, Director, Climate and Culture, The School District of Clay County, Florida, 900 Walnut Street, Green Cove Springs, Florida 32043, **Office:** 904-336-6513, **Email:** laura.fogarty@myoneclay.net

7. Compliance with Law and Policy

Magellan personnel will comply with all applicable federal and state laws and, at all times while on School District premises, School District policies and regulations. School District sole remedy for any failure of Magellan or its CYB counselors to comply with any School District policy or regulation will be termination of this MOU.

8. Term and Termination

The term of this MOU shall commence as of the last dated signature below and shall continue through June 30, 2026. The term may be extended by ~~written~~ mutual consent of the parties with 30 days written notice, or less, as long as it is by mutual agreement. ~~agreed~~. Any amendment or modifications must be agreed to in writing between both parties.

This MOU may be terminated at any time upon the mutual agreement of the parties; without cause upon five (5) business days prior written notice from either party to the other; or immediately upon Magellan's written notice to School District that funding or tasking for these services is discontinued by the federal government. Notice shall be given as follows:

To Magellan: Daniel P. McCarthy, PH.D, Program Director, Military and Family Life Counseling, Magellan Federal, Inc., 8621 Robert Fulton Dr., Columbia Md 21046, Office 41-953-1273, Mobile 443-477-2776

To School: David S. Broskie, Superintendent of Schools, 900 Walnut Street, Green Cove Springs, Florida 32043, **Office:** 904-336-6505, **Email:** david.broskie@myoneclay.net

9. Confidentiality

The parties agree that all information and records obtained in the course of providing services pursuant to this MOU shall be subject to confidentiality provisions of applicable federal and state law. CYB counselors will not have access to student educational records and will not maintain records containing personally identifiable information learned in the course of providing CYB Services. Magellan may, however, maintain “activity forms” which capture for MFLC contract reporting purposes, the types of issues that are being address with students, general age group information and other non-personally identifiable information.

10. Indemnification

Magellan agrees to defend, indemnify, and save free and harmless the District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from, any injury to or death of any person to the extent caused by the negligent act or omission of Magellan, its officers, agents, and employees under this MOU.

To the extent permitted by state law, and within the statutory liability limits set forth in Florida Statute 768.28, and without waiving its sovereign immunity, the School district agrees to defend, indemnify, and save free and harmless Magellan and its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens which may be brought against Magellan arising from any injury to or death of any person that occurs on School District property to the extent caused by the negligent act or omission of the School District its Board Members, employees, agents, officers and assigns.

11. Insurance

- (a) Magellan will maintain insurance to protect Magellan and School District from claims for damages for personal injury, including death, and damage to property, which may arise from Magellan’s performance under this MOU. In particular, so long as this MOU remains in effect, Magellan will maintain full force and effect the following insurance coverages:
 - i. Commercial general liability insurance with limits of liability of no less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate.
 - ii. Errors and omissions insurance with limits of liability of no less than five million dollars (\$5,000,000) per claim and aggregate.
 - iii. Automobile liability insurance (including owned and non-owned hired property damage) with limits of liability of no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage on School District property.
 - iv. Workers’ Compensation insurance in an amount required by applicable law covering Magellan employee assigned to perform services under this MOU.
 - v. Magellan will provide School District with a current certificate of insurance.
- (b) School District acknowledges that Magellan may provide CYB Services through the use of counselors contracted by Magellan to perform such work as independent contractors. Magellan shall require each subcontractor CYB counselor assigned to the School District to maintain the following insurance coverage:

- i. Professional liability insurance with limits of liability of no less than one million dollars (\$1,000,000) per claim and aggregate, including tail coverage for a period of no less than one (1) year must be provided whenever the policy is claims- made.
- ii. Automobile liability coverage in an amount no less than the minimum liability coverage required by applicable law.
- iii. Worker's Compensation insurance in and amount required by applicable law covering each employee of such CYB counselor who performs services in connection with the CYB Services.

12. Non-discrimination

Magellan shall not unlawfully discriminate in the performance of any activities pursuant to this MOU on the basis of race, creed, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

13. Financial Responsibility

The School District shall have no financial liability for any of the services rendered by Magellan under the terms of this MOU, whether provided by a Magellan employee or subcontractor.

14. E-Verify

Magellan and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this MOU, Magellan certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. Magellan must maintain a copy of such affidavit for the duration of the MOU. This section serves as notice to Magellan that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the School District shall terminate this MOU if it has a good faith belief that Magellan has knowingly violated Section 448.09(1), F.S.. If the School District has a good faith belief that the subcontractor, without the knowledge of Magellan, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the School District shall notify Magellan and order Magellan to immediately terminate the contract with the subcontractor.

- 15. Magellan recognizes and acknowledges that by virtue of entering into this MOU and providing services hereunder, Magellan, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the School District networks (hereinafter "Confidential Information"). Magellan agrees that neither it nor any Magellan agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this MOU, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said MOU, Magellan, its agents, employees, officers, and subcontractors shall either destroy or return to the School District all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Magellan's facilities and equipment. Magellan understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Magellan further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34

C.F.R. § 99. Magellan shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.

16. Magellan is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Magellan's duties under this MOU, and will specifically:
 - a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this MOU which come within the definition of a "public record" under Chapter 119.
 - b. Provide to the School District upon its request and free of charge, a copy of each record which Magellan seeks to produce in response to a public records request.
 - c. Ensure that all data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - d. Upon completion of its obligations under the MOU, transfer to the SBCC, at no cost, all data created in performance of this MOU which is in Magellan's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.Magellan's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this MOU, which may result in termination of this MOU by the SBCC.

IF MAGELLAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR MAGELLAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, MAGELLAN SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

17. This MOU shall be governed by and construed in accordance with the laws of the State of Florida.
18. No other representations, obligations, commitments or promises shall be binding on the parties hereto except those representations, commitments, obligations or promises contained herein.
19. In the event that any part, term, or provision of this MOU is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date of the last signature below:

MAGELLAN FEDERAL, INC.

Dan McCarthy

Daniel P. McCarthy, Ph.D.,
Sr VP/Director MFLC
Magellan Federal, Inc
Date: 6/24/2021

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Mary S, Bolla
Chairman

Date: _____