

**INTERAGENCY INTEGRATED SERVICES AGREEMENT BETWEEN
SCHOOL BOARD OF CLAY COUNTY, FLORIDA, AND
YOUTH CRISIS CENTER, INC. JACKSONVILLE**

This Agreement is made and entered into on July 1, 2016, between the School Board of Clay County (SBCC) and the Youth Crisis Center, Inc. (YCC) for a general working agreement. All special program arrangements will be addressed through individual schools or Integrated Services Interagency Agreement and processed through the Student Services Department.

WHEREAS, YCC provides crisis intervention, substance prevention services, and mental health services to the residents of Clay County, and

WHEREAS, the SBCC provides a full range of educational services to the residents of Clay County, and

WHEREAS, both YCC and the SBCC wish to cooperate in the delivery of services which will result in mutual benefit to the children of Clay County, and

WHEREAS, both YCC and the SBCC are acutely aware of the needs of the recipients of services and the community.

NOW THEREFORE, in consideration of these premises and mutual terms of this Agreement YCC and the SBCC hereby agree as follows:

1. Duration: This Agreement shall commence on the date set forth above and shall remain in effect for one year. This Agreement may be renewed and extended for a period of one additional year by mutual written agreement of the parties executed a minimum of thirty (30) days prior to the Agreement's date of termination.
2. Termination: 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. YCC agrees:
 - a) To provide the following services for students, as permitted by available resources, unless delivery of such services would be inappropriate, with written permission of the parent or other legal guardian and according to the treatment plan of such student:
 - Goal Planning
 - Individual and group counseling
 - Family counseling when needed at other available designations
 - Case management
 - Clinical presentations to teachers and students, as needed/requested
 - Referral to community partners for further services
 - b) That no services will be denied or delayed to anyone on the basis of race, creed, color, or national origin, age, sex, or ability to pay.
 - c) To inform appropriate school personnel of a referred student's progress when in the student's best interest and when valid written permission to release information has been obtained.
 - d) To interview students on school premises only at the written request of both the school administration and the student's parent or guardian.

- e) To abide by SBCC written procedures for referrals and for curriculum related requests.
- f) To comply with School Board Policy 4.51 Human Growth and Development.
- g) To comply with the requirements of the Jessica Lunsford Act and Florida Statutes 1012.465, 1012.467 and 1012.468 by requiring that all YCC 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.
- h) To provide and maintain at all times during the term of this Agreement, without cost or expense to SBCC, policies of insurance generally known as comprehensive general liability insurance with contractual coverage, tort coverage, and malpractice liability coverage for professional liability, in an amount not less than one million dollars (\$1,000,000.00) for any single incident or occurrence, and property damage liability insurance coverage in an amount not less than one hundred thousand dollars (\$100,000.00), for any claim or injury arising out of or connected with this Agreement. Insurance certificates must be with a company that has an A- or better rating and must make the SBCC an additionally insured as well as the Certificate Holder. YCC shall maintain similar liability insurance on its employees who provide services to students. SBCC shall be entitled to thirty (30) days written notice of any changes or cancellation in the insurance policies. Failure of YCC to provide and maintain said policies or insurance shall be considered a material default under this Agreement and shall warrant immediate termination by SBCC and an action for damages. A copy of each such insurance policy shall be filed with the Director of ESE/Student Services within thirty (30) days of signing of this Agreement. YCC further agrees to provide and maintain Workers' Compensation Insurance as required by Florida Statutes, Chapter 440.
- i) 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 officers, agents, subcontractors, sub-subcontractors, materialman 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.

4. SBCC agrees:

- a) To assist YCC in the identification of students who may be in need of YCC services and shall refer same to YCC. The school shall secure parental permission prior to referring students for mental health services including access to student records.
- b) To provide referral procedures in writing to each participating school and to the YCC, a copy of which procedure is attached hereto.
- c) That no services will be denied or delayed to anyone on the basis of race, creed, color, national origin, or ability to pay.
- d) To provide adequate space and materials for agreed upon services by YCC when on school premises.

5. Both parties also agree:

- a) To negotiate any differences in good faith, with the welfare of the student/client and their family as the chief concern.
- b) Jointly develop administrative procedures to assist in the implementation of this Agreement.
- c) To negotiate any potential needed financial contracts in good faith, with consideration to the public funding provided for each agency through individual Interagency Agreement.
- d) To in-service appropriate staff regarding this document and coordinate services with district and local administration.

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.

YOUTH CRISIS CENTER, INC

SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

Kim Sirdevan, LCSW, President

Johnna McKinnon, Chair

Date: _____

Date: _____

**SCHOOL BOARD OF CLAY COUNTY
PROCEDURES FOR REQUESTING SERVICES FROM YOUTH CRISIS CENTER**

REFERRAL OF INDIVIDUAL STUDENTS TO YOUTH CRISIS CENTER:

1. Teacher or administrator refers to guidance counselor.
2. Guidance counselor contacts parent and obtains written parental permission for initial contact with YCC and other services available.
3. Guidance counselor (or parent or student, depending on guidance counselor's judgment) contacts YCC and provides appropriate information.
4. If necessary for the student to be seen on school premises, guidance counselor obtains parent's written request and principal's written approval. Place one copy in student's file and forward one copy to YCC. (These appointments should be limited due to educational attendance priorities).
5. YCC returns call to inform guidance counselor (and parent or student) of time and place of appointment.
6. YCC informs guidance counselor when student keeps intake appointment.

REFERRAL OF STUDENTS TO YCC FOR GROUP COUNSELING ON SCHOOL PREMISES:

1. Guidance counselor consults with principal and obtains written approval for the group (MIS Form STD 1-2464).
2. Guidance counselor negotiates with YCC to arrange group purpose, topic, times, and place.
3. Guidance counselor informs teachers of group.
4. Teachers, assistant principals, and guidance counselors recommend appropriate students for group.
5. Guidance counselor or principal's designee talks to students (and parents when appropriate).
6. Guidance counselor or principal's designee arranges for space and time for group and participates in group if appropriate.
7. YCC runs group and provides feedback to guidance counselor or principal's designee.