

**INTERAGENCY AGREEMENT FOR COST SHARING EXPENSES  
BETWEEN CLAY BEHAVIORAL HEALTH CENTER AND THE  
SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

**THIS AGREEMENT** is entered by and between **CLAY BEHAVIORAL HEALTH CENTER**, 3292 County Road 220, Middleburg, Florida 32068, hereinafter referred to as the **AGENCY**, and the **SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, hereinafter referred to as the **BOARD**.

**W I T N E S E T H**

I. For and in consideration of the mutual understanding and agreements hereinafter set forth, it is therefore agreed between the **AGENCY** and the **BOARD** as follows:

1. The **AGENCY** agrees to provide services in school site(s) as described in number I.8, within the area of the **BOARD**.
2. The location of these services will be at the following site: Wing 4, Room 14, Charles E. Bennett Elementary School.
3. The parties agree that any questions or concerns shall be resolved by the local school(s), principal(s) or designee(s) and the agency Representative; and if further resolution is needed, the matters shall be referred to the Director of Student Services, whose decision shall be binding.
4. Additional administrative procedures as may be necessary will be mutually coordinated and agreed upon by the **AGENCY** and the Director of Student Services, whose decision shall be binding.
5. Scheduling of these services will rest jointly with the Manager of Outpatient Mental Health, **AGENCY** Designee and the school principal(s) or designee(s), with assistance as needed by the Director of Student Services or designee.
6. The daily operation of these services will be the responsibility of the Manager of Outpatient Children's Services, **AGENCY** Designee.
7. Decisions regarding hiring and further human resource management will be the sole responsibility of the respective **AGENCY** employer, and will be in compliance with **BOARD** Policy 4.51 (see attachment).
8. Specific **AGENCY** services will include, but are not limited to:  
  
Individual, group, and family counseling;  
Targeted Children's Case Management;  
Behavioral Specialist services;  
Consultation; and  
In-service training.

9. Specific AGENCY IN-KIND contributions and cost estimates are:
  - A. Materials and supplies used by AGENCY employees as follows:  
Cost estimate: \$100.00/mo.
  - B. AGENCY support for employees out posted on school site(s) such as clerical, administrative, supervisory, etc. as follows:  
Cost estimate: \$500.00/mo.
  - C. Other, such as furniture, equipment, etc. - N/A  
Cost estimate: N/A
  
10. The Parties agree to obtain the written consent for treatment from the parents or guardians of all children treated prior to formal commencement of non-emergency services. Copies of said consent shall be filed in each student=s school record (maintained by the BOARD) and clinical record (maintained by the AGENCY). All treatment provided at school site(s) will be in compliance with BOARD Policy 4.51 (see attachment).
  
11. Support Expenses
  - A. Support expenses for basic local telephone service will be provided by the AGENCY at cost estimate of:  
CEB - \$36.15/mo. per 1 phone line = \$ 36.15 per month
  - B. Support expenses for long distance telephone service will be the responsibility of the AGENCY at cost estimate of N/A. No AGENCY long distance calls will be made from school sites.
  - C. Support expenses for maintenance services will be the responsibility of the AGENCY at cost estimate as follows:  
CEB - \$57.00/mo. x 1 room = \$ 57.00 per month

NOTE: Scheduling and rate changes will be adjusted as needed by agreement of the AGENCY and the local principal(s) or designee(s).
  
12. The AGENCY will comply with BOARD policy for all services provided at school and site(s) (see attachment, BOARD policy 4.51).

II The AGENCY further agrees as follows:

During elementary student contact time, AGENCY, personnel will only see pre-kindergarten and elementary students and their families. Student contact hours have been determined to be 8:30 - 2:42 at CEB (subject to change by principal). Any special circumstances require prior approval by the principal. Non-student families will not be provided services at school sites.

III. The BOARD agrees as follows:

1. To provide general janitorial and maintenance services for the facility.
2. To allow the AGENCY to establish and coordinate hours of operation with local school principal(s) or designee(s) in order to accomplish the service objectives, and that these hours of operation may extend past school hours of operation.

IV. The AGENCY and the BOARD further agree as follows:

1. TITLES VI and VII, CIVIL RIGHTS ACT OF 1964: Both parties shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and all other Federal Laws applicable to equal employment opportunity.
2. INDEMNIFICATION AND INSURANCE:
  - A. The AGENCY agrees that it and its employees shall act as independent contractors and not as employees of the BOARD in providing the aforementioned services.
  - B. The AGENCY agrees that it shall maintain and provide certificates of insurance for all coverage specified. The liability insurance limits of liability shall be no less than \$1,000,000.00/claim and \$2,000,000.00/occurrence during the course of this AGREEMENT and shall indemnify, defend and hold the BOARD harmless from all claims, suits, judgments, or damages that may arise from the operation of the AGENCY. The AGENCY also agrees to maintain statutory Workers' Compensation and adequate auto insurance for any AGENCY vehicles. 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.
  - C. The AGENCY agrees to assume responsibility for and maintain adequate insurance to cover loss or damage of agency property as may be in the possession of the BOARD during the provision of services. The AGENCY also agrees to provide insurance to cover damage to the facility or to repair its furniture and/or fixtures, as may be caused by AGENCY use of same.
  - D. If any programs require medical malpractice insurance said insurance shall be provided by the AGENCY. The BOARD shall not be required to carry medical malpractice insurance.
  - E. The BOARD will assume responsibility for and maintain adequate insurance to cover loss or damage to all items of its personal property.
  - F. Those agencies governed by Florida Statutes 768.28(17) are totally responsible for their own negligence as is the BOARD.
  - G. 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.

3. **CONFIDENTIALITY**

The parties shall recognize and safeguard the confidential nature of case records and student information in conformance with all applicable Federal and State laws, rules and regulations and both parties' policies pertaining to the right of privacy of parents, guardians, and students. (Ref. BOARD Policy 4.25(B))

4. **PUBLICITY**

All notices, informational pamphlets, press releases, research reports, and other similar public notices which reference the school site must have prior approval by the Director of Student Services, prior to publication and release.

5. **RENEGOTIATION OR MODIFICATION**

Any alterations, variations, modifications or waivers of this AGREEMENT shall only be valid when they have been placed in writing, executed and attached to this AGREEMENT. Both parties agree to renegotiate those portions of the agreement which may be affected by revision of BOARD Policy, federal or state laws or regulations.

6. **TERMINATION**

Termination at Will. This AGREEMENT may be terminated by either party at any time, with or without cause, upon no less than thirty (30) days notice in writing to the designated person as identified in 1.5. Said notice shall be delivered by Certified Mail or in person.

7. **RETENTION OF RECORDS**

The parties shall retain all financial records, supporting documents, statistical records, and any other documents to the AGREEMENT for a period of at least six (6) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained at least until resolution of the audit findings.

8. **CONTRACT DURATION AND RENEWAL**

This AGREEMENT shall become effective on July 1, 2015 and shall end June 30, 2016. Billing will be annually prior to the end of the 2015/2016 school year. This AGREEMENT may be renewed each year upon mutual agreement by both parties.

9. **BACKGROUND CHECK**

AGENCY agrees to comply with the requirements of the Jessica Lunsford Act and Florida Statutes 1012.465, 1012.467 and 1012.468 by requiring that all AGENCY personnel who come in contact with students, or who enter upon any BOARD campus where students are present, are fingerprinted and have passed a Level II background check at no cost to the BOARD.

**SCHOOL BOARD OF CLAY COUNTY CLAY BEHAVIORAL HEALTH CENTER**

\_\_\_\_\_  
Chair, School Board of Clay County

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date