

AGREEMENT FOR THERAPEUTIC SERVICES

(Template Contract-May be Modified)

The School Board of Clay County, Florida through Students with Emotional/Behavioral Disabilities and at Risk Network (SEDNET) hereby enters into this Agreement with _____ and states:

WHEREAS, it is the intent of The School Board of Clay County, Florida (hereinafter "School Board"), to contract for therapeutic services which include respite services, therapeutic friend, summer camp, tutoring and miscellaneous services including dance lessons, karate, after school activities uniforms, art lessons, books and school supplies, social skills and life skills programs, life coaching and mentoring, and

WHEREAS, _____ (hereinafter "Contractor"), is a qualified company or qualified individual that is able to meet the needs of School Board and to provide therapeutic services under the terms and conditions as contained herein,

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

1. **PROOF OF QUALIFICATION:** Copies of Valid Certification if required by Florida Statutes shall be submitted to School Board by Contractor prior to execution of this contract. If for reasons that are beyond the company's or individual's control (application for Certification was made in a timely manner but no response has been received) and proof of qualifications cannot be provided by the time services are required, a copy of all correspondence and a copy of the application must be submitted. The School Board's Human Resources Division shall contact the appropriate state agency to determine if the company or individual meets the criteria required and that the state shall issue the necessary certification. A contract cannot be executed without copies of the Contractor's Credential.
2. **TERM OF AGREEMENT:** Therapeutic services provided by Contractor shall commence on **July 1, 2014, through June 30, 2015**, and may be extended for periods of one (1) year by mutual written agreement of the parties.
3. **CONTACT TIME WITH CHILDREN:** Contact time shall include the time necessary to provide the necessary therapeutic services to clients as determined by the Family Services Planning Team, and/or consultation with mental health/school employees as determined by Students with Emotional/Behavioral Disabilities and at risk Network (SEDNET).
4. **CONTRACTOR'S RESPONSIBILITIES AND DUTIES:**

- a. Contractor shall implement one-to-one therapeutic services/group therapeutic services as documented by the child's treatment plan and authorized by the Family Services Planning Team.
 - b. Contractor shall collaborate as needed with agencies, parents and SEDNET to continue to coordinate appropriate services for each individual child.
 - c. Contractor shall maintain detailed progress notes on student performance.
 - d. Contractor shall conduct training on therapeutic services needs in SEDNET's assigned counties (Duval, Clay and Nassau).
 - e. This section (Responsibilities and Duties) may be modified to accommodate specific Contractor responsibilities.
5. **LOCATION(S) OF DELIVERY OF SERVICES:** Delivery of services shall occur at schools, mental health agencies, treatment facilities, homes, and hospitals that house/provide services to with children with mental health/therapeutic service needs.
6. **INDEMNIFICATION:** In addition to any other statutory or common law obligation to indemnify the School Board, Contractor shall indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, judgments, costs, fines, punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought or obtained against the School Board and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, government agency, consortium, or any other legal person or entity arising out of or caused by the 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 men 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 for any negligence on the part of the School Board, 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.
7. **DOCUMENTATION:** Contractor shall maintain a log, reporting the time spent in the performances of authorized services rendered. This log, along with a monthly statement

of services rendered by the Contractor, shall be signed by the parent of identified student(s) and shall be submitted to the School Board for payment each month.

8. 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. The School Board shall be named as an additional insured 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.

9. E-VERIFY: Contractor shall enroll in E-Verify immediately upon execution of this Contract. All new employees assigned by the contractor to perform work pursuant to this Contract shall have their citizenship verified through E-Verify and shall be verified as employment eligible within three (3) business days after the date of hire. Said verification shall be supplied to the School Board upon receipt.

10. FEDERAL COMPLIANCE: Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 and all terms on the reverse side of the School Board purchase order.

11. PROFESSIONAL STANDARDS: Contractor shall provide services consistent with the highest degree of professional care in compliance with all requirements imposed by the Florida State Department of Education and any other applicable regulatory agency.

12. COMPLIANCE WITH SCHOOL BOARD POLICIES: Contractor shall comply with all policies and procedures established by the School Board relevant to:
 - a. Priorities of service
 - b. Communication procedures
 - c. Record keeping the reporting
 - d. Confidentiality

13. MISCELLANEOUS:

- a. All services rendered by Contractor shall be preauthorized by the School Board's Director of Exceptional Student Education or his designee, in keeping with state and federal statutes.
- b. Contracts shall not be accepted from individuals presently under employee contract with the School Board.
- c. The School Board may, by written notice to the Contractor, terminate this contract if the Contractor has been found to have failed to perform the obligations under this Contract in a manner satisfactory to the School Board as per requirements specified. The date of termination shall be stated in the notice. The School Board shall be the judge of non-performance.
- d. Failure by the Contractor to comply with any provision of this contract shall constitute good cause for the School Board to cancel this contract; but failure to exercise this right of cancellation, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claims for damages resulting from such default or breach of contract.
- e. All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under its sole direction and not employees or agents of the School Board. The Contractor shall supply competent and capable personnel, and the School Board reserves the right to require the Contractor to remove any employee it deems careless, incompetent, or otherwise objectionable and whose continued presence on School Board property is not in the best interest of the School Board. Each employee shall have proper identification.
- f. Each Contractor or Contractor's employee shall, at no cost to the School Board, undergo Level 2 fingerprinting and pass background screening as required by §1012.465 or §1012.467, *Florida Statutes*, prior to entering upon school grounds when students are present or having direct contact with students.

14. COMPENSATION: For provision of the services described herein the Contractor shall be compensated at a rate which may not exceed \$_____ per hour. The School Board shall be billed on a monthly basis for hours worked. Payment of invoices shall be made in accordance with the payment terms set forth in the Florida Prompt Payment Act, §218.73, *Florida Statutes*.

15. CONTRACT DOCUMENTS: Contractor shall furnish the following documents prior to execution of this Contract.

	Check Below if Attached
a. Proof of Certification(s)	_____
b. Proof of Insurance coverage	_____
c. Contractor's Organization Form	_____
d. Mandated Forms (Pages 7-13)	_____

WHEREFORE, this Agreement for Mental Health Services is executed and signed by the parties this ____ day of _____, 2014.

CONTRACTOR:

(Printed Name)

THE SCHOOL BOARD OF CLAY
COUNTRY, FLORIDA

Authorized Signature
Printed Name: _____
Address: _____

Telephone: _____

By: _____
As directed by:
The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
Telephone: 904-284-6500

**THE ATTACHED MANDATED FORMS MUST BE COMPLETED AND SIGNED
BEFORE THIS BID WILL BE CONSIDERED FOR AWARD**