

## **CONTRACT FOR PSYCHOLOGICAL SERVICES**

AGREEMENT made this 18th day of June, 2009, by and between the School Board of Clay County, Florida ("Board") and Lewis H. Fischer, Licensed Psychologist.

WHEREAS, Lewis H. Fischer can provide psychological services for the Board and,

WHEREAS the Board desires to enter into a contract with Lewis H. Fischer for receipt of the following described services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the mentioned promises, covenants, and conditions hereafter set forth, it is understood and agreed as follows:

1. The Board shall pay Lewis H. Fischer \$42.00 per hour, with a maximum of 7.83 hours per day, for additional psychological services to the Board as requested by the Director of Student Services. Lunch and travel time are not billable. This contract is for the period of time July 1, 2009, through June 30, 2010. Total amount of this contract shall not exceed \$20,000 without prior approval by the Superintendent of Schools or his designee the Assistant Superintendent of Instruction.
2. Lewis H. Fischer shall provide the following services to the Board:
  - a. Assessment services following the administrative guidelines of the Student Services Department;
  - b. Attend school staffing and Student Services Team meetings when directed by the Director of Student Services or designee;
  - c. Attend monthly meetings with the Student Services Department, if requested;
  - d. Assist the Student Services Department in providing consultative and counseling services to the schools;
  - e. Conduct in-service activities to school staff and parents under the direction of the Director of Student Services or designee.
3. State and federal statutes prohibit discrimination on the basis of race, age, sex, national origin, marital status, religion, or handicaps and both parties to the AGREEMENT agree to fully comply with the terms of these acts.
4. Lewis H. Fischer shall at all times indemnify the Board and hold and save it harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature including attorney's fees, whether incurred under retainer or salary or otherwise, which the Board sustains or incurs by reason of this Agreement, or which it sustains or incurs in connection with any litigation, investigation or expenses incident to such provision of this Agreement, including any suit instituted to enforce the obligations of this Agreement of indemnification, and Lewis H. Fischer shall pay to the Board all sums of money, with interest, which the Board pays or causes to be paid, or become liable to pay on account of or in connection with this Agreement. In addition, Lewis H. Fischer shall pay to any party directed by the Board for any loss, claim, damage or expense of this Agreement. Lewis H. Fischer shall furnish to the Board receipts of all claims, expenses, liabilities, damages paid by Lewis H. Fischer as a result of the Agreement.
5. Insurance: Prior to commencement of performance under this contract Lewis H.

Fischer shall furnish to the Board certificate(s) of insurance which clearly indicates that all pertinent insurance coverages listed below have been obtained. (Certificates are to be mailed directly by Lewis H. Fischer's Insurance Agent to the Board at 814 Walnut Street, Green Cove Springs, Florida, 32043. The Board shall be named as Certificate Holder and a 30 day notice of change in coverages shall be selected).

The following coverages shall be with a carrier authorized to do business in Florida and acceptable to the Board; which acceptance shall not be unreasonably withheld: (a) Public Liability and Malpractice insurance coverage in the amount of three hundred thousand dollars (\$300,000) per person five hundred thousand dollars (\$500,000) per occurrence, (b) Umbrella Coverage in the amount of one million dollars (\$1,000,000).

Lewis H. Fischer must obtain all insurance coverages pertinent to services to be furnished that are required under this section and maintain this coverage throughout the contract period.

Lewis H. Fischer shall, at his own expense, undergo and pass a Level II background screening as required By Fla. Stat. 1012.465, 1012.467 and 1012.468 prior to having any contact with students or entering upon school grounds when students are present. Proof of clearance shall be provided to the Director of Student Services of SBCC.

The Board shall pay to Lewis H. Fischer in accordance with the Florida Prompt Payment Act all authorized charges for services performed and invoiced. Such compensation for services performed shall be the only compensation payable by the Board and shall be deemed by the parties as total compensation to Lewis H. Fischer hereunder.

The AGREEMENT can be canceled by either party with thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above mentioned.

June 18, 2009

Date

\_\_\_\_\_  
Charles Van Zant, Jr., Chairman, School Board of Clay County, Florida

\_\_\_\_\_  
Date

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Lewis H. Fischer, Licensed Psychologist