

**INTERAGENCY INTEGRATED SERVICES AGREEMENT BETWEEN
SCHOOL BOARD OF CLAY COUNTY, FLORIDA, AND
RIGHT PATH BEHAVIORAL HEALTH SERVICES, LLC**

This Agreement is made and entered into on July 1, 2015, between the School Board of Clay County (SBCC) and Right Path Behavioral Health Services, LLC (RIGHT PATH) 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, RIGHT PATH provides substance abuse 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 RIGHT PATH 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 RIGHT PATH and the SBCC hold in the highest regard the recipients of services and the needs of the community.

NOW THEREFORE, in consideration of these premises and mutual terms of this Agreement RIGHT PATH 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, or parts of 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. RIGHT PATH agrees:
 - a) To make available, as appropriate, to the residents of Clay County its full range of services (substance abuse prevention to all Clay County residents, alcohol treatment for all Clay County residents, mental health prevention and treatment of Clay County residents, and consultative services to school board employees). No fees will be charged to SBCC for these services without prior agreement between the parties. RIGHT PATH may assess appropriate fees to residents receiving its services according to Florida Medicaid guidelines.
 - b) That no services will be denied or delayed to anyone who qualifies for Medicaid services on the basis of race, creed, color, or national origin, age, or sex. All clients will be screened to verify qualification for services.

- 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 provide mental health substance abuse information and related training at the school's request within RIGHT PATH budgetary limitations.
- f) To abide by SBCC written procedures for referrals, and for curriculum related requests.
- g) To comply with School Board Policy 4.51 Human Growth and Development
- h) If a student is referred due to an alcohol or drug-related incident, a substance abuse assessment by RIGHT PATH staff will be conducted. The parent or guardian shall sign consent for treatment and a release of information before the assessment is performed. A base-line drug test that is sent to a lab shall also be a part of the assessment only for those students involved in the substance abuse services program. (The first drug test and a final drug test at the end of treatment is provided at no charge. However, any drug tests needed during the course of substance abuse treatment shall be the financial responsibility of the parent.)
- j) To comply with the requirements of the Jessica Lunsford Act and Florida Statutes 1012.465, 1012.467 and 1012.467 by requiring that all RIGHTPATH 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.
- k) 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. RIGHT PATH 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 RIGHT PATH 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. RIGHT PATH further agrees to provide and maintain Workers' Compensation Insurance as required by Florida Statutes, Chapter 440.

- 1) 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.

4. SBCC agrees:
 - a) To refer students to RIGHT PATH as appropriate.
 - b) To provide referral procedures in writing a copy of which is attached hereto to each school and to the RIGHT PATH.
 - c) That no services shall be denied or delayed to anyone who is Medicaid eligible on the basis of race, creed, color, national origin.
 - d) To designate RIGHT PATH as an approved community agency for curriculum assistance related to mental health, drug and alcohol topics, and to provide written guidelines to each school and to the RIGHT PATH on procedures for teachers wishing to request these curriculum related services.

- e) To provide adequate space and materials for agreed upon services by RIGHT PATH 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) To negotiate any potential needed financial contracts in good faith, with consideration to the public funding provided for each agency through individual Interagency Agreement.
- c) 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.

RIGHT PATH Behavioral Health Services, LLC

SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

Don Jackson

Johnna McKinnon, Chair

Date: _____

Date : _____

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA
PROCEDURES FOR REQUESTING SERVICES FROM RIGHT PATH**

I. REFERRAL OF INDIVIDUAL STUDENTS TO RIGHT PATH:

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

II. REFERRAL OF STUDENTS TO RIGHT PATH FOR GROUP COUNSELING ON SCHOOL PREMISES:

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