

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative) _____ 0 _____ 0 _____ 0 _____ 0 _____ 0

Is Item Included In Current Budget? Yes _____ No _____

Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
Rev No: Fund _____ Department _____ Unit _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with the approval of this Cooperative Agreement.

Departmental Fiscal Review: *Monica Lopez*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature]
OFMB ^{KK} 3/1/16

[Signature] 3/14/16
Contract Administration

B. Legal Sufficiency:

[Signature] 3-7-16
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**BEHAVIORAL HEALTH COOPERATIVE AGREEMENT
BETWEEN**

**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement is made and entered into the 12th of May 2015 by and between the School Board of Palm Beach County, Florida, a Florida body corporate and politic, hereinafter referred to as the "School Board", and the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, through its Palm Beach County Youth Services Department or more specifically with the program whose principal address is 50 South Military Trail Suite, 203, West Palm Beach, Fl. 33415, hereinafter referred to as "COUNTY" or "AGENCY."

WHEREAS, eligible students will benefit from a cooperative agreement between the School Board and the COUNTY relating to provision of the following services to students attending schools in Palm Beach County: intake assessment, individual therapy, family therapy, parenting, and group therapy in support of Tier 1, 2, or 3 interventions of the School Based Team/Multi-Tiered System of Support processes, and;

WHEREAS, the Agency certifies to the School Board that it is a community funded provider of the above referenced services; and,

WHEREAS, the School Board and the COUNTY will mutually identify the sites for the provision of services to students identified by the School Based Team and student, staff, families and community partners and/or service providers; and,

WHEREAS, services provided by the COUNTY offered to families of students will be coordinated with the School Based Team and shall not conflict with the student's Individualized Educational Plan or substantially reduce the duration of services in Exceptional Student Education classes.

WITNESSETH

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. GENERAL TERMS – MUTUAL RESPONSIBILITIES

A. Recitals: The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference as if set forth at length herein.

B. Term: The term of this Agreement shall commence with the Board approval on the 21st of August 2014 and terminate on the 30th day of June 2017, contingent upon yearly review by the Superintendent on or before June 30, and favorable semi-annual review of services by the School District's Division of Teaching and Learning, unless otherwise terminated in accordance with any provisions of this Agreement.

Termination: This Agreement may be terminated for any reason or no reason at all, by either party at any given time upon giving of not less than 30 days written notice to the other party.

C. Insurance: To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes, each Party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law.

In the event that any Party maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28 Florida Statutes, such Party shall maintain said insurance policy limits not less than \$500,000 each occurrence.

Each Party shall maintain sufficient general liability and worker's compensation coverage to the extent required by law, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

If requested, each Party shall provide each other with a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the Parties recognize as acceptable of the above-mentioned coverages.

Compliance with the foregoing insurance requirements shall not relieve the Parties of their liability and obligations under this Agreement.

D. Indemnity: Each party acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties agree to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by any party hereto to indemnify the other; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that each party hereto has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

E. Independent Agency: The COUNTY shall perform the conditions of its Agreement as an independent contractor with all licensure, as appropriate, and nothing contained herein shall be construed to be inconsistent with this relationship or status. The Agency and its officers, agents or employees, may not, under any circumstances, hold themselves out to anyone as being officers or employees of the School Board. Neither the AGENCY nor its board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the School Board are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits as a result of AGENCY's performance of this Agreement.

F. Confidentiality: Pursuant to School Board Policy relating to student records, receipt of which is acknowledged by the COUNTY's signature below, the COUNTY agrees to maintain confidentiality of student records, as required by School Board Policy, federal and state laws, including but not limited to, Fla. Sta. § 1002.22 State Board of Education Rule 6-A1.0955 U.S.C. 1232g ("FERPA"), and 34 C.F.R. Part 99, and to:

- Comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the COUNTY in any form to any party other than appropriate school officials or the COUNTY's employees/agents to the extent allowed herein without the prior written consent of the student of legal age as provided for in School Board Policy 5.072 or the parent/guardian, as appropriate; and
- Maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- Ensure that any electronic data that it receives from or collects on behalf of the School Board that will be stored in the cloud or in a data center, will be maintained and stored within the continental United States in a location that has appropriate infrastructure and security obligations and practices (business continuity, encryption, firewalls, physical security, etc.) that will minimize privacy or security breaches or the likelihood that the data will be at risk of being compromised. The COUNTY shall ensure that the School Board's data will be accessed by the COUNTY's employees, subcontractors, or agents who have a legitimate basis for accessing such data; and,
- Dispose of all information disclosed to it by the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, the student has graduated or left the School District, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

G. Compliance with Laws: The COUNTY hereby agrees that it now complies, and shall continue to comply as long as this Agreement is in effect, with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, the American Disabilities Act, Section 504 of the Rehabilitative Act of 1973, and the Individuals with Disabilities Act, as amended.

H. Assignments and Subcontracts: The COUNTY shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the services contemplated under this Agreement.

I. Governing Laws: This Agreement shall be governed by the Laws of the State of Florida. In the event of litigation between the parties to this Agreement, exclusive venue shall lie in Palm Beach County, Florida. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of the Contract shall be borne by the respective parties; provided, however, that this clause pertains only to the parties of the Contract. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTIONS WITH THIS AGREEMENT.

J. Amendment or Modification: This Agreement may be amended or modified in writing by the School Board or the COUNTY as deemed necessary, with the prior consent of the other party. The effective date of the amended Agreement is contingent on mutual consent, given in writing not less than 30 days by both parties after written notice of amendments. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be modified to comply with such law, rule or regulation. In the event any portion of the Agreement is declared invalid, the remainder of the Agreement shall remain in force.

K. Compliance with Law: The COUNTY shall at all times comply with applicable local, state and federal law, rules and regulations, including standards for health and safety of the student.

L. **Notice:** Notice under this Agreement may be given to the School Board by U.S. Mail to the Division of Teaching and Learning, 3330 Forest Hill Boulevard, West Palm Beach, Florida 33406 and to the Palm Beach County Board of County Commissioners, Palm Beach County Youth Services Department, 50 South Military Trail, Suite 203 West Palm Beach, Florida 33415. ATTENTION: Tammy K. Fields with a copy to Palm Beach County Attorney's Office 301 N. Olive Avenue, West Palm Beach, FL 33401.

M. **Public Records:** Except as provided in the student records section of this Agreement, the COUNTY shall retain all records (papers, books, documents, data, computer hard drives, emails, etc.) relating to or created as a result of this Agreement for the longer of: 1) five years after the completion of the audit; 2) after the resolution or conclusion of an audit or litigation relating to the Contract; or 3) the period required by the Palm Beach County School District's Record Retention Schedule compiled from the State of Florida General Records Schedule and district-specific record series and available at <http://www.palmbeachschools.org/records/documents/RecordsRetentionSchedule.pdf>, which may be amended from time to time. The Contractor has an ongoing obligation to monitor the retention schedule applicable to all records relating to or created as a result of the Contract. Each party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

N. **Non Discrimination** The School Board and the COUNTY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

O. **Remedies**
This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the School Board.

II. **RESPONSIBILITIES OF THE SCHOOL BOARD**

A. The School District of Palm Beach County staff, parents of students attending School District of Palm Beach County schools, and/ or community partners/service providers will identify students who are in need of the AGENCY's services for school related issues (academic, social/emotional/behavioral) and make appropriate referrals to parents to address issues impacting academic performance through the School Based Team. If the AGENCY is providing services to the student for issues that do not impact the student's academic progress, the AGENCY may not see the student during school hours. the AGENCY will secure informed parental permission for services. Parental permission shall be required prior to release of student records (form attached). If the student is eligible for Emotionally Handicapped and/or Severely Emotionally Disturbed ESE services, the AGENCY shall not duplicate services that are currently being provided pursuant to the IEP.

B. The School Board shall provide a space (the "Premises") for the COUNTY staff to meet with the student in accordance with privacy, confidentiality and safety.

C. At the principal's discretion the AGENCY shall have computer and secure internet access to provide a link to the AGENCY's -- based data files.

D. The School Board will assist in scheduling the AGENCY to see the student to avoid meeting with the student during core-subject area times.

III. **RESPONSIBILITIES OF The COUNTY**

- A. The COUNTY shall, as hereinafter set forth, comply with the following:
1. Furnish a liability insurance policy as described herein;
 2. Comply with fingerprint and security clearances as specified by School District of Palm Beach County Police Department, and pay all associated fees, as set forth in III(B) below;
 3. Maintain appropriate occupational and professional licenses; and
 4. Provide a public entity crimes affidavit.
 5. Present appropriate identification (i.e., agency and School Board contractor badges) to school staff.
 6. Sign in at the school center at each visit.
 7. Meet with the principal/designee to determine appropriate time, schedule, and/or location of service delivery so as to have minimal intrusion on the academic program, and affording maximum privacy possible for students.

8. Develop a reporting and visitation schedule and participate at School based Team meetings in accordance with the initial meeting and progress monitoring schedule.
9. Develop a process to update staff regarding issues of concern.
10. Update principal/designee on issues impacting school performance and/or attendance, as needed.
11. Assist in the evaluation of the program/service at the school site.
12. Follow all applicable policies, regulations, and directives of the School Board.
13. Maintain confidentiality regarding school issues.
14. Comply with the principal's reasonable request(s) in the event of an emergency.
15. Provide the School Board with an updated staff listing of individuals who will visit school centers.
16. Complete reporting forms attached to this agreement on a bi-monthly basis.
17. Provide for services herein consistent with any School Board policies addressing students.

B. Contractual personnel who are permitted access on school grounds when students are present, individuals who will have direct contact with students, or who will have access to or control of school funds, must be fingerprinted and background checked the COUNTY agrees that any and all of its employees, consultant or agents working under this Agreement shall undergo a background check and fingerprinting if he/she is an individual who meets any of the above criteria and to require that all individuals in the organization who meet any of the criteria submit to a background check, including fingerprinting by the School Board's School Police Department, at the sole cost of the COUNTY.

The COUNTY shall not begin providing services contemplated by this Agreement until it has received notice of clearance by the School Board Police Department. Neither the School Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of the COUNTY (or discontinuation of Provider's services) on the basis of these compliance obligations. The COUNTY agrees that neither the COUNTY, nor any of its employees, agents nor representatives of the COUNTY who has been convicted or who is currently under investigation for a crime delineated in § 435.04, Florida Statutes, will have contact with children or any student of the School District.

The COUNTY shall immediately notify the School District staff upon becoming aware that one of its employees, agents, or representatives employees, consultant or agent working under this Agreement who has previously certified as completing the background check and screening and meeting statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure to notify the School District staff of such arrest or conviction within 48 hours of the COUNTY becoming aware of same shall constitute grounds for immediate termination of this Agreement by the School Board.

C. The COUNTY shall staff the program and assure that all staff is properly credentialed as social workers (MSW, LCSW) or psychologists. The COUNTY shall be responsible for all personnel issues of their staff in the execution of this Agreement. The COUNTY shall maintain and incur all costs and expenses of any and all licenses and permits required by law or ordinance to provide services.

D. The COUNTY represents and warrants that it shall perform its services in accordance with any and all applicable federal, state and local laws or ordinances regarding the operation, licensure, and regulatory compliance of providing mentoring, social awareness, self-management and decision-making services, and/or employment. The COUNTY represents and warrants that all of its partners, joint ventures, employees, subcontractors, and/or consultants shall provide their services and/or conduct their activities in accordance with any and all applicable federal, state and local laws and ordinances.

E. The COUNTY represents and warrants that its policies and protocols, its services and fee structure, and its billing for private, federal, and/or state reimbursement practices shall be in strict compliance with all federal, state and local regulations.

F. The COUNTY shall take the Premises as they are at the time of occupancy. Space for services shall be identified and provided by the building principal, however, PBCBCC-YSB shall ensure the Premises will maximize the privacy of the participants consistent with School Board Policy.

G. The COUNTY may provide the following services at the school site: intake assessment, individual therapy, family therapy, parenting, and group therapy in support of Tier 1, 2, or 3 interventions of the School Based Team/Multi-Tiered System of Support processes.

H. Supervision of the COUNTY staff will be the responsibility of the COUNTY. While on school grounds, the COUNTY staff will be responsible to the principal or designee. The COUNTY will provide the principal or designee with a written description of services that will be provided, name(s) of student(s) that will be served, and the length and duration of services before services begin at the school site.

I. The COUNTY shall maintain a record of students receiving services and provide the School Board with a summary of all services provided on a schedule established by the School Board. In addition, an annual report will be provided to the Assistant Superintendent, Division of Teaching and Learning prior to the last day of the school year.

J. The COUNTY personnel shall present PBCBCC-YSB identification badge and the photo identification badge provided by School Police to the main office each time a school is visited.

K. The COUNTY shall notify school personnel and Division of Teaching and Learning of any COUNTY staff/therapist personnel changes within one (1) week of the change.

L. The provision of service as stated in this Agreement, will be provided with the approval of the principal or the School Board designee.

M. The COUNTY shall not discriminate against any youth eligible student on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, This Agreement has been executed on the date and year first written above.

For the Palm Beach County Board of County Commissioners

Tammy K. Fields
Mayor
Tammy K. Fields, Director
Youth Services Department

For the School Board of Palm Beach County, Florida

Chuck Shaw
Chuck Shaw, Chairperson

Attest: E. Wayne Gent
E. Wayne Gent, Superintendent

Approved as to form and legal sufficiency
[Signature] 4/2/15
Office of the General Counsel

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

WITNESS:
[Signature]
Signature

Shayla Davis
Name (type or print)

[Signature]
Signature


Michelle Liska
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 
Department Director
Tony Spaniol, Ph.D., Director of
Residential Treatment and
Family Counseling



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, August 20, 2014 between the school (named below) or The School Board of Palm Beach County, Florida (named below) and vendor partner (named below).

School or School Board School Board of Palm Beach County, Florida

Vendor or Partner Palm Beach County Board of County Commissioners

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, The School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Party") as an "other-school official" for the purpose of receiving limited personally-identifiable student information under section 1002.22(3)(d)2, Florida Statutes, because the School Board recognizes the Party has a legitimate educational interest in receiving this information in order to carry out the Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the Party's duties and/or services under the Contract. The School Board has determined that the Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (Indicate fields of data requesting below); and
academic, behavioral and discipline reports of the School Based Team
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out the Party's responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate other school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the minor child's parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal name of the Party (vendor/partner)

Palm Beach County Board of County Commissioners

8/19/15
Date

Signature of person having authority to enter legally binding agreements on behalf of the Party.

Tammy K. Fields
Director, Youth Services Dept.
PBSD 2220 (New 9/8/2006) ORIGINAL - attach to contract

The School

School Board of Palm Beach County, Florida
or The School Board of Palm Beach County, Florida

8/14/15
Date

Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida

Dr. David Christiansen

Exhibit # _____

Deputy Superintendent/Chief of Schools

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Assistant County Attorney