

STUDENT SERVICES AGREEMENT
(Bay Area Behavioral Services)

THIS AGREEMENT, made this 11 day of June, 2013, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and Bay Area Behavioral Services, referred to as "Agency."

WITNESSETH:

WHEREAS, the Board has developed a policy of encouraging collaboration with community agencies to expand awareness and service to students and families; and

WHEREAS, Agency desires to support students and families by providing qualified professionals to assist students who may be experiencing behavioral/emotional problems, family problems, or indications of substance abuse; and

WHEREAS, Agency presently has personnel available to provide onsite services to students who are referred through student services teams at selected schools; and

WHEREAS, the Board is committed to providing appropriate services for school age children; and

WHEREAS, the parties to this Agreement desire a maximum degree of cooperation and administrative planning, consistent with applicable law, in order to provide effective services for children who are referred for professional services.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agency will provide a qualified professional ("Professional") to provide the following services: Bay Area Behavioral Services provides Comprehensive Behavioral Health assessments as referred by Eckerd Community alternatives. In completing the Comprehensive Behavioral Health Assessment, Bay Area Behavioral Services is required to 1. Review the educational cumulative file, and 2. Interview the teacher or any other educational professional who can assist Bay Area Behavioral Services in gaining a greater understanding of the child's educational, emotional and mental health needs.

2. Professional will provide these services and only these services to students referred through the school-based student services team from each of the selected schools. The Agency will annually send to the Board's Executive Director of Student Services a resume and job description of the Professional, along with proof of professional liability/malpractice insurance in the coverage amount of not less than One Million Dollars per occurrence/ Two Million Dollars aggregate, naming the Board as an additional insured. The Board's Executive Director of Student Services will review the qualifications of each Professional for a match between professional competencies and services to be rendered. The Agency will comply with all relevant state statutes regarding professional services.

3. Agency agrees to assign and send to schools only those Professionals, agents, employees, or subcontractors of Agency who have passed a Level 2 background screening, either

13. Neither party shall assign this Agreement. However, this Agreement may be modified in writing by the parties by mutual agreement. This Agreement may be canceled by either party upon thirty (30) day written notice. Should this Agreement be terminated, both parties agree to support students in the program to an appropriate termination of services. In the discretion of the Superintendent of Schools, this Agreement may be terminated immediately upon breach or if the health, safety or welfare of students or district staff is threatened.

14. The term of this Agreement shall commence on the date this Agreement is approved by the Board and shall terminate on June 30, 2016.

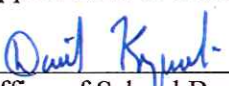
15. The Agency covenants and agrees to indemnify and hold harmless the School Board and all of its officers, officials, agents, and employees from any claim, loss, or damage, arising out of or relating to any act, action, neglect, or omission of the Agency, its contractors, employees, or agents, as well as the above-referenced Professional, in the performance of this Agreement, except that Agency will not be liable under this section for damages arising out of injury or damage to persons or property directly and solely caused by the negligence of the School Board or any of its officers, agents, or employees. Nothing herein is intended by either party to waive sovereign immunity or serve as consent to be sued by a third party. The parties agree that Board's liability is subject to the monetary limitations and defenses contained in Section 768.28, F.S.

16. The contacts for the parties shall be as follows:
For the Board: For Agency:

Executive Director, Student Services
301 4th Street SW
Largo, FL 33770
(727) 588-6307 tel
(727) 588-6327 fax

Steve Friedman, Executive Director
Bay Area Behavioral Services
135 N Moon Avenue
Brandon, FL 33510
(813) 689-8828 tel
(813) 689-8802 fax

IN WITNESS WHEREOF, THE Parties hereto have executed this AGREEMENT the day and year first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY,	AGENCY,
By: _____ Chairperson	By: _____
Attest: _____ Superintendent	Attest: _____
Date: _____	Date: _____
Approved as to form:  Office of School Board Attorney	