

STUDENT SERVICES AGREEMENT
(Bay Area Youth Services)

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and Bay Area Youth Services d/b/a/ Bays Florida, hereinafter 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 be available to provide the following services: Case management.

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 with Agency or through the Board's fingerprinting and background screening process (see information on the School Board's website at www.pcsb.org by clicking on "Business," then "Vendors," then "Jessica Lunsford Act"). Board is entitled, upon request, to review any proof of background screening completed by Agency.

4. The activities of the Professional will be monitored by the student services team, the school's principal, the Board's Executive Director of Student Services and the administration at Agency.

5. The Professional is strictly prohibited from any activity which constitutes generation of self-referrals, or referrals to Agency. If a Professional believes a student has special needs beyond the scope available in the school setting, the Professional will provide consultation to school personnel only. Professional and other Agency personnel will not participate in the referral process. School personnel will present a variety of referral options to parents, including appropriate community agencies.

6. The parties intend Professional to be an independent contractor, and not an employee of the Board, in the performance of these services. Professional shall have the right to control and determine the method and means of performing the services, and retains the right to work for other clients during the time frame of the relationship with Board. Professional is responsible for all expenses required for performance of services. Professional shall not enjoy any privileges of Board employment, including but not limited to receiving employee identification badges and being assigned an email account within one or more of the Board's email systems. Further, schools' sign-in and sign-out procedures must be followed at all times by Professional and other Agency personnel.

7. Agency will agree to provide data to the school system as requested.

8. The Professional will abide by the provisions in School Board Policy 9700.01 regarding advertising.

9. A parental permission form (PCS Form 2-2821) will be required for all students referred to the Professional before services are rendered and before personally identifiable student information is provided to the Professional or Agency. Agency and Professional shall not redisclose personally identifiable student information without the express written consent of the parent, or adult student, and without advance written notice to the building principal or designee.

10. The Professional will consult with school-based student services teams upon request concerning the coordination and provision of services provided to students under this Agreement. Agency and Professional shall make their best effort to secure any and all releases necessary to share such information with the teams.

11. The Professional will be available to provide an orientation for team members as requested by the principal of the school.

12. The Professional and school personnel shall communicate and exchange appropriate student information in a manner consistent with federal laws and regulations, Florida statutes and rules, and professional ethics.

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, 2019.

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:

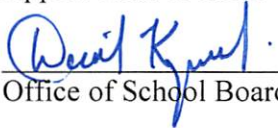
For the Board:

Executive Director, Student Services
301 4th Street SW
Largo, FL 33770
(727) 588-6431 tel
(727) 588-6237 fax

For Agency:

Dr. Pamela Alvarez, CEO
Bay Area Youth Services
25400 US Hwy 19N, Suite 250
Clearwater, FL 33763
(727) 726-5566 tel
(727) 726-5502 fax

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

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