

MEMORANDUM OF UNDERSTANDING

Between

The School Board of Pinellas County, Florida, and PACE Center for Girls, Inc.

This Memorandum of Understanding (MOU) outlines the agreement between **The School Board of Pinellas County, Florida**, (hereinafter referred to as Board), and **PACE Center for Girls, Inc.**, One West Adams Street, Suite 301, Jacksonville, Florida 32202, a non-profit corporation, hereinafter referred to as (PACE).

WHEREAS, PACE is committed to providing free community-based, gender-responsive counseling services for girls identified to be in need of mental health and social service interventions through its PACE Reach Counseling Services Program at *PACE Center for Girls, Pinellas, 4000 Gateway Center Blvd., Suite 400, Pinellas Park, FL 33782.*

I. PURPOSE

This MOU represents collaboration between both parties to provide needed services and to coordinate referred youth with outpatient services. The goal of this collaboration is to provide seamless services to referred youth in order to increase youth's functionality, youth's success in school and the community, and contribute to reducing the recidivism rates. Girls who meet the referral criteria should be between the ages of 11 – 17 who have experienced academic underachievement, runaway, truancy, family conflict, or ungovernable behavior.

II. TERM

The Term of this Memorandum of Understanding is to begin on **July 1, 2016**, through **June 30, 2017**, and shall automatically be extended for an additional one-year period under the same terms and conditions as the original agreement, provided continued funding for the program is granted through the Department of Juvenile Justice after June 30, 2016. This MOU may be terminated earlier by either party by giving thirty (30) days prior written notice to the other party.

III. COMPENSATION

All costs of these services will be the responsibility of PACE. The Board, agrees to provide office space and telephone service, when feasible.

1. PACE Reach Counseling Services will:

- a. Provide administration and oversight of all services related to the PACE Reach Program.**
- b. Provide outpatient counseling and, where needed, case management services.**
- c. Provide quarterly Outcome Reports to The Board's designee for the purpose of improving referral services and to determine the effectiveness of the referral process. The Outcome Report is limited to the reporting of aggregate data only and will not contain identifiers. The Outcome Report shall include the following:**

Number of girls served.

Average age of girls served.

Type of services recommended.

Length of stay in program.

Provide linking services to youth when clinically necessary and appropriate to treatment plan.

- d. PACE will provide these services, and only these services to students referred through the school-based student services team from each school. PACE will annually send to the Board's Executive Director of Student Services a resume and job description of those employees performing the services along with proof of professional liability insurance in the coverage amount of not less than One Million Dollars per occurrence/Two Million Dollars aggregate/naming the Board as additional insured. The Board's Executive Director of Student Services will review the resume and job descriptions of those employees performing the services for a match between professional competencies and services to be rendered. PACE will comply with all relevant state statutes regarding professional services.**
- e. PACE agrees to assign and send only those employees of PACE that have passed a Level 2 background screening through Department of Juvenile Justice in accordance with the Jessica Lunsford Act. The Board is entitled, upon request, to review any proof of background screening completed by PACE.**
- f. The activities of PACE's employees will be monitored by the Board's student services team, the principal of the school in which the services are being provided, the Board's Executive Director of Student Services and the administration at PACE.**
- g. PACE employees are strictly prohibited from any activity which constitutes generation of self-referrals or referrals to PACE. If a PACE employee believes a student has special needs beyond the scope available in a school setting, the employee will provide consultation to school personnel only. PACE employees will not participate in the referral process.**
- h. The parties intend for PACE and its employees to be an independent contractor, and not an employee of the Board, in the performance of these services. PACE employees 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. PACE is responsible for all expenses required for performance of these services. PACE employees 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 PACE employees.**
- g. PACE will provide non-identifiable data to the Board as requested.**

- h. PACE and their employees will abide by the provisions in Board Policy 9700.01 regarding advertising. PACE will be allowed to provide PACE Reach brochures and other PACE marketing goods as part of the engagement strategy.
- i. A parental permission form (PCS Form 2-2821) will be required for all students referred to PACE employees before services are rendered and before personally identifiable student information is provided to PACE or its employees. PACE and its employees 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 school's principal or designee.
- j. PACE will consult with the school-based student services teams upon request concerning the coordination and provision of services provided to students under this Agreement. PACE shall make their best effort to secure any and all releases necessary to share such information with the teams.
- k. PACE will be available to provide an orientation for team members as requested by the principal of the school.
- l. PACE 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.

2. The Board will:

- a. Provide appropriate referrals for youth and their families who meet agreed upon requirements.
- b. Inform referred youth and their families of the referral made to PACE Reach Counseling Services.
- c. The Board will work with PACE on a mutually agreed upon process to schedule appointments for the girls to attend the services provided by the Reach Program.
- d. Provide adequate space for the delivery of services.
- e. Share referral information with PACE Reach Counseling Services when appropriate for the purpose of meeting specific treatment goals and objectives as outlined by PACE.
- f. Participate in collaborative planning meetings with PACE Reach Counseling Services for the purpose of reviewing Outcome Reports and improving upon the referral services.

IV. COMPLIANCE AND CONFIDENTIALITY:

1. Compliance:

- a. Both agencies shall comply with all applicable aspects of all applicable federal and state confidentiality laws and regulations pertaining to the patients serviced including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Administrative Simplification Section, Title II, Subtitle F, regarding standard for privacy and security of PHI (protected health care information) as outlined in the Act and 42 CFR.
- b. Both agencies agree to protect these records in compliance with Family Educational Rights and Privacy Act (FERPA) and the Florida Department of Juvenile Justice's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities as outlined by this MOU.

2. Requirements:

- a. Both agencies as business associates must agree to safeguard any protected identifying behavioral health information received from, or created or received by, the other in accordance with all applicable state and federal laws, rules, regulations and/or policies.

3. Appropriate Uses and Disclosures of Public Health Information (PHI) and confidential records and information:

- a. Both agencies may use or disclose such information:
 - For the proper management and administration of its business;
 - For the purposes of service provision, treatment, payment (if allowed by law), or related, identified, operations;
- b. The agency receiving information will not use or further disclose the information other than as permitted or required by this Memorandum of Understanding, or as required by law. Any other use or disclosure of protected participant information must be made pursuant to a properly executed Release of Information.

4. Breaches of Confidentiality:

- a. If either agency becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected behavioral health information, then that agency must immediately take reasonable steps to cure the breach or end the violation, and must report the breach or violation to the other agency's Privacy Officer or designee. The alleged breach or violation will be investigated and an appropriate sanction issued. Each agency reserves the right to terminate this Memorandum of Understanding if it determines the other Agency has violated a material term of the Memorandum of Understanding.

5. Additional Confidentiality Requirements:

- a. Both agencies acknowledge that consumers of public behavioral health services are entitled to additional confidentiality protections awarded under the State of Florida rules, laws and regulations. Furthermore, consumers of services, including prevention, substance abuse, and mental health treatment services, will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

6. Assignment:

- a. Neither party shall assign this Agreement. However, this Agreement may be modified in writing by the mutual agreement of the parties. Should this Agreement be terminated prior to the expiration date provided herein, both parties agree to support students in the program to an appropriate termination of services. In the discretion of the Superintendent of Schools or PACE, this Agreement may be terminated immediately upon breach or if the health, safety or welfare of students or district staff is threatened.

7. Indemnification:

- a. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that PCSB's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by PCSB, nor shall anything herein be construed as consent by PCSB to be sued by any third party for any cause or matter arising out of or related to this Agreement.

8. Contact Information:

- a. The contacts for the parties shall be as follows:

For the Board:
Executive Director, Student Services
301 4th St SW
Largo, FL 33770
(727)588-6307 Tel
(727)588-6431 Fax

For PACE:
One West Adams Street, Suite 301
Jacksonville, FL 32202
(904) 421-8585 Tel
(904) 421-8599 Fax

IN WITNESS WHEREOF, School Board of Pinellas County, Florida, and PACE Center for Girls, Inc., have executed this Agreement on the date first above written.

PACE Center for Girls, Inc.

School Board of Pinellas, County, Florida

Thresa Giles

BY _____

Title

Chairperson _____

Title

DATE

DATE

Glenda McClendon

BY _____

Title

Superintendent _____

Title

DATE

DATE

One West Adams Street, Suite 301
Jacksonville, FL 32202
904.421.8585 (phone)
904.421.8599 (fax)

Approved As To Form:



School Board Attorneys Office

FEDERAL ID #59-2414492