

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0*	\$0*			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X
 Does this item include the use of federal funds? Yes No X

Budget Account **Exp No:**
 Fund Dept Unit Obj
 Rev No:
 Fund Dept Unit Obj

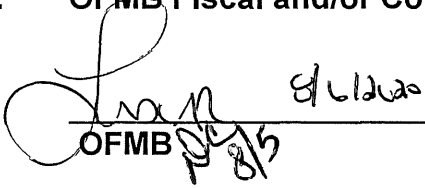
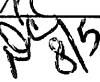
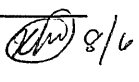

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this item.

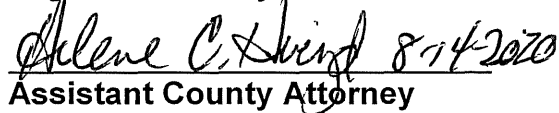
Departmental Fiscal Review: _____


III. REVIEW COMMENTS

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

 8/6/2020
 OFMB   8/6
 8/11/2020
 Contract Development & Control

B. Legal Sufficiency:

 8-14-2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

BEHAVIORAL HEALTH AGREEMENT
BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND

PALM BEACH COUNTY

This Agreement is made and entered into on the 20th day of May 2020 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 "Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners and whose address is 50 South Military Trail, Suite 203, West Palm Beach, FL 33415 hereinafter referred to as "COUNTY".

WHEREAS, eligible students will benefit from a cooperative agreement between the School Board and YSD to provide: (1) school based services to include individual, group and family therapy, (2) assessment intake in support of tier 1, 2, or 3 interventions of the School Based Team/Multi-Tiered System of Support (MTSS) processes and the district's mental health plan 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 COUNTY will mutually identify the sites for the provision of services for students as identified by the School Based Team, the mental health plan and/or the student, staff, families and community partners and/or service providers; and,

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

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 on the 1ST day of July 2020 and terminate on the 30th day of June 2021 contingent upon yearly review by the Superintendent or designee on or before June 30, and favorable semi-annual review of services by the School District's Department of Behavior and Mental Health 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.I. Indemnity: Each of the parties to this Agreement recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any of its negligent acts or omissions due to the acts of its agents, servants, or employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity, provided, however, 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.

D. Independent Agency: 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. COUNTY 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 COUNTY 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 COUNTY's performance of this Agreement.

E. Confidentiality: Pursuant to School Board Policy relating to student records, receipt of which is acknowledged by COUNTY's signature below, 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 COUNTY in any form to any party other than appropriate school officials or 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. COUNTY shall ensure that the School Board's data will be accessed by 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.

Confidentiality of Student Information: COUNTY is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, COUNTY acknowledges and agrees to comply with the Family Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

COUNTY will receive student information. Since parental consent will not be obtained and COUNTY has a legitimate educational interest in the information, agency staff shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached and incorporated herein as Exhibit A.

F. Compliance with Laws: 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.

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

H. 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.

I. Amendment or Modification: This Agreement may be amended or modified in writing by the School Board or 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 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.

J. Compliance with Law: 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.

K. Notice: Notice under this Agreement may be given to the School Board by U.S. Mail to the Department of Behavior and Mental Health, 3330 Forest Hill Boulevard, West Palm Beach, Florida 33406 and to Youth Services Department-Youth and Family Counseling, 50 South Military Trail, Suite 203, West Palm Beach, FL 33415.

L. Public Records Compliance: COUNTY shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if COUNTY does not transfer the records to the Board.

d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of COUNTY or keep and maintain public records required by the Board to perform the service. If COUNTY transfers all public records to the Board upon completion of the Agreement, COUNTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNTY keeps and maintains public records upon completion of the Agreement, COUNTY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of COUNTY to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO COUNTY'S AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

M. Inspector General: In the event a monetary element is added to this agreement COUNTY agrees and understands that the School District's Office of the Inspector general ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the data with regard to the Agreement. COUNTY's employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, COUNTY understands, acknowledges and agrees to abide by School Board Policy 1.092.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2 421 2 440 as may be amended The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions accounts and records to require the production of records and to audit investigate, monitor, and inspect the activities of the SCHOOL BOARD its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code Sections 2 421 2 440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

N. No Third Party Beneficiaries 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 Contract including but not limited to any citizen or employees of the School Board and/or the County.

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 COUNTY's services for school related issues (academic, social/emotional/behavioral) and make appropriate referrals through the School Based Team and in accordance with the mental health plan. If COUNTY is providing services to the student for issues that do not impact the student's academic progress and social/emotional development the agency may not see the student during school hours. 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 COUNTY staff to meet with the student in accordance with privacy and safety.

C. At the principal's discretion, COUNTY shall have computer access to provide a link to data base COUNTY files and to the district developed Web-based application "Caring First Application" for entering individual and group services COUNTY provided by the agency staff.

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

E. The School Board 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.

III. RESPONSIBILITIES OF COUNTY {highlighted area is new language to reflect web-based application}

- A. 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 School Police Department and pay all associated fees.
 3. Maintain appropriate occupational and professional licenses.
 4. Provide a public entity crimes affidavit.
 5. COUNTY personnel shall present a COUNTY identification badge and the photo identification badge provided by School Police to the main office each time a school is visited
 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 as requested.
 9. Develop a process to update staff regarding issues of concern
 10. Assist in the evaluation of the program/service at the school site.
 11. Follow all applicable policies, regulations, and directives of the School Board.
 12. Maintain confidentiality regarding school issues.
 13. Comply with the principal's request(s) in the event of an emergency
 14. Provide the district with the agency or personal email addresses of all staff and maintain the "Caring First Application" on staff providing services in the school.
 15. Ensure all agency personnel enter service data on the all students seen individually or in small groups on the "Caring First Application" within 48 hours of the provision of services.
 16. Ensure staff enter all large group/classroom presentations on the "Caring First Application" within 48 hours of the provision of services.
 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. 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 agency. COUNTY shall update the "Caring First Application" within 24 hours of personnel added to the agency or no longer providing services through the agency.

COUNTY shall not begin providing services contemplated by this Agreement until it has received notice of compliance with agreement requirements by the Department of Behavior and Mental Health and only for staff cleared with badges issued by the School 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 COUNTY (or discontinuation of Provider's services) on the basis of these compliance obligations. COUNTY agrees that neither the agency, nor any of its employees, agents nor representatives of the agency 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.

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 Department of Behavior and Mental Health staff of such arrest or conviction within 48 hours of the agency becoming aware of same shall constitute grounds for immediate termination of this Agreement by the School Board.

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

D. 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. COUNTY represents and warrants that all of its partners, joint ventures, employees, 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. 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. 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, the agency shall ensure the Premises will maximize the privacy of the participants consistent with School Board Policy.

G. COUNTY may provide the following services at the school site: (1) school based services to include individual, group and family therapy, (2) assessment intake in support of Tier 1, 2, or 3 interventions of the School Based Team/Multi-Tiered System of Support (MTSS) processes and the district's mental health plan.

H. Supervision of the COUNTY staff will be the responsibility of the agency. While on school grounds, the agency staff will be responsible to the principal. COUNTY will provide the principal or designee with a written description of services that will be provided, and shall enter student data on the "Caring First Application" within 48 hours of each phase of the services provided.

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

J. COUNTY shall not discriminate against any youth eligible student on the basis of race, gender, gender identity or expression, national origin, religion, ethnicity, sexual orientation or disability.

IV. COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. The School Board shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

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

FOR PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS (COUNTY)

BY: 

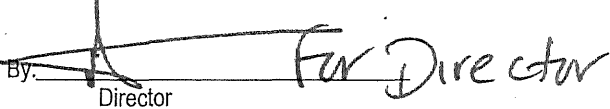
Tammy Fields, Director
Youth Services Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/ Helene C. Hvizd


County Attorney

FOR PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS (COUNTY)
APPROVED AS TO TERMS AND CONDITIONS

By:  For Director
Director
Residential Treatment & Family
Counseling Division

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY: 
Frank A. Barbieri, Esq., Chairman


Dr. Donald E. Fennoy, II Superintendent

Reviewed and approved as to legal sufficiency

Kimberly Hall Digitally signed by Kimberly Hall
Date: 2020.04.21 15:11:47 -04'00'
Office of the General Counsel



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, May 20, 2020
 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 The School Board of Palm Beach County

Vendor or Partner Palm Beach County

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 Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving 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 personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

- will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving 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

Name, school attending, grade level, student ID number and academic, attendance and discipline records; and, services received from school staff and behavioral health providers

- will limit the access to personally identifiable information from education records of students 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 fulfill the Receiving Party's responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, 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
- is under the direct control of the School Board with respect to the use and maintenance of education records; and
- is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
- shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy; and
- will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request; 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, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, <http://www.palmbeachschools.org/records/>), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

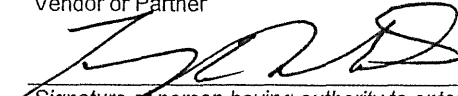
The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

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

Legal Name of the Receiving Party
 (Vendor/Partner)

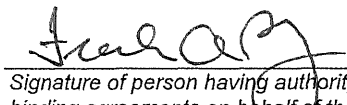
Palm Beach County Board of County Commissioners

Vendor or Partner


 Signature of person having authority to enter legally binding agreements on behalf of Receiving Party. 4/22/2020
 Date

The School

For the School Board of Palm Beach County, Florida


 Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida. 5/20/20
 Date