

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** August 20, 2024       Consent       Regular  
     Ordinance       Public Hearing

**Department**  
**Submitted By:** Youth Services Department  
**Submitted For:** Residential Treatment and Family Counseling Division

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: Behavioral Health Agreement and Contract/Agreement Addendum Concerning Student Information (Agreement) with the School Board of Palm Beach County, Florida (School District) to provide school based therapeutic services to students and families attending schools in Palm Beach County for the period July 1, 2024, through June 30, 2029.

**Summary:** The Youth Services Department’s Residential Treatment and Family Counseling Division – Youth and Family Counseling program therapists will continue to receive referrals from the School District and provide on-site and virtual individual, family and/or psycho-educational group therapy services to students and their families. Targeted schools identified by the School District and the County benefit from an assigned clinical staff member providing trauma-informed services with the specific goal of reducing suspensions and expulsions, increasing attendance, and promoting academic achievement and mental health and wellness for students. Other schools may make referrals for psycho-educational group services and family therapy. On June 5, 2001, R2001-0892 authorized the County Administrator (or designee), to execute future standard Cooperative Agreements with the School District on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney’s Office, and within budgeted allocations. In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. Countywide (HH)

**Background and Justification:** The County has offered school-based therapeutic services to eligible students enrolled in public schools, and their families, in the County for more than thirty (30) years. The new Agreement allows the Youth Services Department’s Residential Treatment and Family Counseling Division – Youth and Family Counseling program to continue providing individual, family and/or psycho-educational group therapy services to students and their families based on referrals received from School District personnel at schools identified by the School District and the County. Services are provided on-site and virtually as needed. During the 2023-2024 school year, the Youth Services Department – Youth and Family Counseling program served approximately 562 youth through community and school based services.

**Attachment:**

1. Behavioral Health Agreement w/Contract/Agreement Addendum Concerning Student Information

**Recommended by:**       7/24/24  
    Department Director      Date

**Approved by:**       8/2/24  
    Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$0*</b>	<b>\$0*</b>	<b>\$0*</b>	<b>\$0*</b>	<b>\$0*</b>
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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

**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: Michelle Digne

**III. REVIEW COMMENTS**

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

Jim Martin 7/24/24  
 OFMB                      JA 7/24  
                                  MD 7/24

Theresa Brackley 7/30/24  
 Contract Development & Control  
 7/26/24

**B. Legal Sufficiency:**

Debra C. Hurd 7/21/24  
 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**

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**PALM BEACH COUNTY**

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This Agreement is made and entered into on the 13th day of June 2024 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" 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 behavioral health agreement between the School Board and County relating to County's provision of the following services to students enrolled as home schooled or attending public or charter schools in Palm Beach County: Tier 1 services for large groups of students, which may include classroom presentations, grade level presentations and/or assemblies; Tier 2 services for small groups of students, initiated by Caring First Referral, which may include small group social skills or educational groups, small group counseling, small group substance use prevention or intervention, student mentoring, and/or group non-therapeutic support; Tier 3 services for individual students, initiated by Caring First Referral, which may include individual social skills or educational support, individual counseling or therapy, individual psychiatric support, individual substance abuse prevention or intervention, individual case management, student mentoring, and/or individual non-therapeutic support 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 funded provider of the above referenced services; and,

WHEREAS, the School Board and County will mutually identify the sites for the provision of school based services for students in alignment with the prevention, intervention and treatment elements of the mental health plan; and,

WHEREAS, services provided by County offered to students and their families will be in accordance with 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 1<sup>st</sup> day of July 2024 and terminate on the 30<sup>th</sup> day of June 2029 contingent upon yearly review by the Superintendent or designee on or before June 30<sup>th</sup> and favorable annual review of services through the web-based Caring First Application by the School District's Department of Behavioral 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. **Insurance-**

Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statute Section 768.28, as may be amended from time to time. The parties agree to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above referenced coverages. County further acknowledges that it is self-insured for other liabilities including professional liability, cyber liability and sexual abuse and molestation. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this agreement.

In the event either party maintains third-party liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits as described below.

**Workers' Compensation.** County must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

**Commercial General Liability.** County shall procure and maintain for the life of the contract, Commercial General Liability Insurance purchased from a company that has an A.M. Best Rating of A- VIII or higher. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. The minimum limits of coverage shall be the statutory cap amounts contained in section 768.28, Florida Statutes, as may be amended.

**Business Automobile Liability.** County shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be the statutory cap amounts contained in section 768.28, Florida Statutes, as may be amended. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

**Professional Liability.** County shall procure and maintain Professional Liability/Medical Malpractice Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$10,000. The deductible shall be the responsibility of the insured. Any deductible in excess of \$10,000 must be approved by Risk Management. This policy must be continued or tail coverage provided for two years after completion of the project.

**Sexual Abuse and Molestation Insurance.** County shall procure and maintain Sexual Abuse and Molestation insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of this Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of services.

**Cyber Liability Insurance.** County shall procure this coverage for covering network security and privacy liability; including the failure to allow access to the District's computer system by authorized users, the failure to prevent unauthorized access to District's computer system or the private or confidential information contained therein; the theft or loss of private or confidential information of others and the failure to prevent the transmission of a virus or malicious code to others should add coverage for notifications and credit checks. County shall maintain limits of \$1,000,000 per occurrence.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

D. **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.

E. **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' performance of this Agreement.

F. **Confidentiality:** Pursuant to School Board Policy relating to student records, receipt of which is acknowledged by Palm Beach Youth Service'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. l§ 1002.22 Slate 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' 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' 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 thereto , 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, County 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.

G. 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 Americans with Disabilities Act, Section 504 of the Rehabilitative Act of 1973, and the Individuals with Disabilities Education Act, as amended.

H. 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.

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 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.

K. 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.

L. Notice: Notice under this Agreement may be given to the School Board by U.S. Mail to the Department of Behavioral and Mental Health, 1790 Spanish River Blvd., Boca Raton, FL 33431 and to the Palm Beach County Youth Services Department, by U.S. Mail to 50 South Military Trail, Suite 203, West Palm Beach, FL 33415 or by email to [ecramer@pbcgov.org](mailto:ecramer@pbcgov.org).

M. Public Records Compliance: County shall:

a. 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.

b. 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.

c. 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 by County 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 THIS 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.

N. 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), County, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the County 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 it 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 CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and delete 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.

O. No Third Party Beneficiaries: No provision of this Agreement is intended to or shall be construed to, create and 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.

P. Emergency Suspension or Termination: The parties reserves the right to suspend or terminate this Agreement immediately in the event it is necessary to protect health, safety or welfare (as determined by the Superintendent for the School Board and/or County) or in the event of a quarantine or declared federal, state or county emergency.

Q. Force Majeure: In the event the parties are unable to perform its obligations under the terms of this Agreement because of acts of God, acts or threats of terrorism, strikes, pandemics, epidemics, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, the parties shall not be liable for any damages resulting from such failure to perform or otherwise from such causes and shall have the right to terminate the agreement with no further obligations or payments due to the other party.

## 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 (public and Charter), 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 Caring First Application 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 County may not see the student during school hours. County shall collaborate with school-based behavioral health providers and shall not duplicate services that are currently being provided under the Mental Health Plan or 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-based County files and to the district Web- based application, hereinafter referred to as the "Caring First Application" for entering individual and group services County provided by the agency staff,

D. The School Board will assist in scheduling County 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

### III. RESPONSIBILITIES OF THE COUNTY

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 an agency 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/services.
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.
15. Ensure all agency personnel enter service data County provided on all the students referred by district staff and seen individually or in small groups at school, home, virtually or seen outside school and in the home, virtually, or in the community with parental consent in the "Caring First Application" web-based application within 48 hours of the provision of services, and no later than one week after the service is provided.
16. Ensure staff enter all large group/classroom presentations on the "Caring First Application" within 48 hours of the initiation of services.
17. Provide for services herein consistent with any School Board policies addressing students.
18. Submit pre-post data as measured by CFARS and /or the Pediatric PHQ 9 and the PHQ9 Modified for Teens, and/or the Behavioral Health Assessment as appropriate for all children receiving



individual and small group services; and, pre-post assessment data on all children receiving a classroom based prevention curriculum and/or small group skill building or intervention services.

19. Submit outcome data as required by funders.

20. Provide services using telehealth or other virtual format as needed.

B. Contractual personnel who are permitted access on school grounds when students are present, and 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 County. 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 Behavioral 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 County, nor any of its employees, agents nor representatives of 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.

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 Behavioral and Mental Health staff of such arrest or conviction within 48 hours of County 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. 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. 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, County shall ensure the Premises will maximize the privacy of the participants consistent with School Board Policy.

G. County may provide the following services under this agreement: Tier 1 services for large groups of students, which may include classroom presentations, grade level presentations and/or assemblies; Tier 2 services for small groups of students, initiated by Caring First Referral, which may include small group social

skills or educational groups, small group counseling, small group substance use prevention or intervention, student mentoring, and/or group non-therapeutic support; Tier 3 services for individual students, initiated by Caring First Referral, which may include individual social skills or educational support, individual counseling or therapy, individual psychiatric support, individual substance abuse prevention or intervention, individual case management, student mentoring, and/or individual non-therapeutic support in support of Tier 1, 2, or 3 interventions of the School Based Team/Multi-Tiered System of Support (MTSS) processes and in accordance with the District's mental health plan.

H. Supervision of the County staff will be the responsibility of County. While on school grounds, the County 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 or if needed by electronic means.

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

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

By:   
Tammy K. Fields (May 14, 2024 11:18 EDT)  
Tammy K. Fields, Assistant County Administrator


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

  
Karen Brill, Board Chair

DATE 6/12/24

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By:   
Helene C. Hvizd (May 14, 2024 10:30 EDT)  
County Attorney

ATTEST   
Michael J. Burke, Superintendent

**APPROVED AS TO TERMS AND CONDITIONS**

By:   
Twila D Taylor, PsyD (May 14, 2024 10:28 EDT)  
Youth Services Department

**Reviewed and approved as to legal sufficiency**

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, June 13, 2024  
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, 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 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 and FL SBE Rule 6A-1.0955 and, where applicable, Rule 6A-1.09550, 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:

1. 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

Caring First web application for the purposes of receiving behavioral or mental health referrals. The information includes student name, school, parent/guardian name, parent/guardian phone, parent/guardian email, and reason for the Caring First Services referral.

2. 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
3. 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
4. is under the direct control of the School Board with respect to the use and maintenance of education records; and
5. 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
6. shall comply with the requirements of the Family Educational Rights and Privacy Act (FERPA), its implementing regulations, Section 1002.22, Florida Statutes, the Protection of Pupil Rights Amendment (PPRA), the Student Online Personal Information Protection Act, Section 1006.1494, Florida Statutes, and the Children's Online Privacy Protection Act (COPPA), 15 USC ss 6501-6506, and its implementing regulations, 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. The personally identifiable information must not be used for any other purpose other than the purposes outlined in the Contract/Agreement. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. The Receiving Party must not share or sell a student's personally identifiable student information for commercial purposes without providing parents a means to consent or disapprove; and
7. 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. The Receiving Party must maintain and revise its incident response plan to ensure that it is in a ready state at all times; and
8. 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

May 14, 2024

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

Approved as to form and legal sufficiency: Helene C. Hvizd

PBSD 2220 (Rev. 10/18/2023)

ORIGINAL - attach to contract

The School

The School Board of Palm Beach County, Florida

For the School Board of Palm Beach County, Florida

[Signature] 6/12/24

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

Exhibit # A