

**ACCESS AGREEMENT
FOR PROVISION OF SCHOOL BASED
MENTAL HEALTH SERVICES BY A COMMUNITY
BASED AGENCY AND SERVICES PURSUANT TO §1003.572,
FLORIDA STATUTES BY PARENT PROVIDED PROFESSIONAL**

THIS AGREEMENT is entered into by and between The School Board of Santa Rosa County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to § 1001.40, Florida Statutes, whose address is Santa Rosa County School District, 5086 Canal Street, Milton, FL 32570, hereinafter referred to as "School Board" and [Insert name of employing Community Agency¹ /1003.572 Agency² or 1003.572 Private Instructional Professional³] whose principal address is [insert address of the Community Agency, 1003.572 Agency, or Private Instructional Professional], hereinafter referred to as "Community Agency," "1003.572 Agency," or "1003.572 Private Instructional Personnel," as appropriate.

WHEREAS, a purpose of this Agreement is to provide compliance with §1003.572, Fla. Stat. pursuant to which the community agencies and employees thereof, or Private Instructional Personnel, will be permitted to deliver services to students enrolled in Santa Rosa County district schools at each student's school of enrollment;

WHEREAS, various community agencies desire to be permitted and

¹ An example of a community agency is Lutheran Services which is the CINS/FINS agency for Santa Rosa County, Florida. An entity that believes that it falls into this category may submit documentation in support of its claim for verification and confirmation by the ESE Department Contract Manager for this Agreement.

² A 1003.572 Agency is an entity that is a for profit corporation, not for profit corporation or unincorporated business that provides services. An unincorporated business must register its fictitious name.

³ Private Instructional Personnel includes: (a) individuals certified under s. 393 .17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098; (b) speech language pathologists licensed under s. 468.1185; (c) occupational therapists licensed under part III of Chapter 468; (d) physical therapists licensed under Chapter 486; (e) psychologists licensed under Chapter 490; or (f) clinical social workers licensed under Chapter 491.

authorized to provide mental health therapy services to students enrolled in Santa Rosa County district schools at students' schools of enrollment;

WHEREAS, the School Board desires to facilitate the delivery of mental health therapy services by various community based mental health agencies to persons who are students in various Santa Rosa County district schools; and

WHEREAS, under §1003.572, Fla. Stat., the parent(s) are permitted to have Private Instructional Personnel in the following areas: (a) individuals certified under s. 393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098; (b) speech-language pathologists licensed under s. 468.1185; (c) occupational therapists licensed under part III of Chapter 468; (d) physical therapists licensed under Chapter 486; (e) psychologists licensed under Chapter 490; or (f) clinical social workers licensed under Chapter 491 to provide services at the students' schools of enrollment.

NOW THEREFORE, in consideration of the premises and mutual understandings herein stated, the parties hereto agree as follows:

1. That the foregoing recitals are true and correct, and that each recital is incorporated herein by reference.
2. That the term of this Agreement is [insert start date and end date].⁴
3. That the undersigned Community Agency will be permitted to deliver mental health therapy services to students enrolled in the Santa Rosa County district schools at each student's school of enrollment.
4. That the undersigned 1003.572 Agency or 1003.572 Private

⁴Start date may not be earlier than the start of school for a given school year, and the end date may not be later than the last student attendance day for that school year.

Instructional Personnel will be permitted to deliver professional services to students enrolled in the Santa Rosa County district schools at each student's school of enrollment.

5. a. That the times at which said services may be provided at a given school shall be subject to the specific approval of the school's principal and the student's teacher or teachers. No access to a school or student will be provided until compliance with the access terms contained herein have been verified by the respective school's principal.⁵

b. An Access Information Form must be completed for each student served under this Agreement. A copy of the form is attached as Exhibit "A" to this Agreement and made a part hereof for all purposes by attachment, reference, and adoption. All information required by the Access Information Form must be provided as a condition of access under this Agreement.

6. a. The location within a given school wherein the services are to be delivered shall be designated by the school's principal.

b. The time period when a student is to be served outside of his or her class shall be determined by the principal.

7. The Community Agency, 1003.572 Agency and each person employed by the Community Agency or 1003.572 Agency, or the 1003.572 Private Instructional Personnel providing services under this Agreement shall:

⁵The term "principal" includes assistant principal, but does not include dean, guidance counselor, or other non-administrative personnel.

a. provide the school in advance and in writing with the names, addresses, social security numbers⁶, and telephone numbers for the specific persons who will be providing the services under this Agreement;

b. present credentials identifying them as an employee or agent of the Community Agency, 1003.572 Agency or as the 1003.572 Private Instructional Personnel providing services;

c. present photo identification (such as a valid Florida driver's license) as requested by school or school district personnel;

d. sign in upon arrival at the designated school and sign out upon leaving;

e. comply with the background screening/background security check requirements set forth in §435.04, Fla. Stat., subject to exclusion from participation under this Agreement pursuant to §435.06, Fla. Stat., and upon clearance shall be issued an appropriate photo ID badge that shall be surrendered upon completion of the term of service;

f. clearance shall be handled by the Human Resource Department;

g. submit to a fingerprint background screening by school district officials, at the expense of the person requesting access, unless that person has been previously screened at Level II, and is identified in the shared fingerprint database maintained by the Florida Department of Law Enforcement; and

h. acknowledge that misuse of the District issued ID badge shall be cause for immediate termination of access privileges and such other action

⁶Social Security numbers are required in order for a complete background screening by school district officials and for the issuance of a photo I.D. access badge

deemed appropriate by the Superintendent.⁷

8. The Community Agency, 1003.572 Agency, or 1003.572 Private Instructional Personnel providing services under this Agreement are independent contractors and shall be solely responsible for determining the services to be provided to a given student, shall be solely responsible for the delivery of such services to a given student, and shall not be subject to the direct supervision or supervisory control of The School Board of Santa Rosa County, Florida, its employees or agents regarding the determination of services to be delivered and the delivery of such services.

9. Florida law provides that the collaboration of public school personnel and 1003.572 Private Instructional Personnel shall be designed to enhance, but not supplant, the school district's responsibilities under IDEA, and that the provision of private instruction personnel by a parent does not constitute a waiver of the student's or parent's right to a free and appropriate education under IDEA. Moreover, Florida law provides that collaboration of public and private instructional personnel will work to promote the educational progress and assist students in acquiring essential skills. Public and private instructional personnel shall undertake collaborative programming. Thus, the Community Agency, 1003.572 Agency, or 1003.572 Private Instructional Personnel shall collaborate with the student's parent(s), teachers, and principal to avoid duplication or conflicting services or plans.

10. Neither the Community Agency or its officers, employees, agents or

⁷Superintendent shall include Deputy Superintendent or Executive Director.

representatives, the 1003.572 Agency, its officers, employees, agents, or representatives, or any 1003.572 Private Instructional Personnel providing services under this Agreement shall be considered an employee, agent, servant, or representative of the School Board and such persons are not authorized to represent themselves as employees, agents, servants, or representatives of the School Board, or to obligate or bind the School Board in any manner.

11. The Community Agency, 1003.572 Agency, and each 1003.572 Private Instructional Personnel providing services under this Agreement shall:

a. provide evidence of commercial general liability insurance on an occurrence basis with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability:

i. there shall be no exclusions for contracted liability;

ii. The School Board of Santa Rosa County, Florida/School District of Santa Rosa County, Florida shall be named as an additional insured for claims arising out of this policy without limitation or exception.

b. shall provide evidence of workers' compensation insurance for all employees providing services under this Agreement, unless exempt by law.

c. shall provide evidence of professional liability & errors and omissions coverage for each individual serving in a professional status. Liability coverage shall be on a claims basis policy, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

d. all coverage must be written by a carrier that has and maintains a rating of "A" or better and a financial size category of "VII" or better according to A.M. Best Company, and is licensed in the State of Florida.

e. all insurance required by this Agreement shall be subject to approval by the School Board Risk Management Department both as to coverage and the insurance carrier.

12. No student will be referred to a Community Agency for mental health services without the specific written consent of the student's parent or legal guardian. Such consent shall, among other things, acknowledge that the School Board is not responsible for determining what services shall be provided to the student, who shall deliver those services, or the means and manner by which said services shall be delivered.

13. a. The Community Agency, 1003.572 Agency, or 1003.572 Private Instructional Personnel providing services under this Agreement and the School Board specifically agree that the sole obligation undertaken by the School Board/school under this Agreement is to endeavor to provide a non-classroom area at a specific school that may be utilized by the Community Agency, 1003.572 Agency, or 1003.572 Private Instructional Personnel for the delivery of services.

b. Services will not be delivered in a student's classroom, unless the school's principal and the classroom teacher determine that such services may be delivered in the classroom without disruption to the educational process and without disrupting other students in the classroom. The availability of a non-classroom area shall be the decision of the school's principal.

c. Classroom observation of a student is subject to the notice requirement of the collective bargaining agreement between the School Board and the Santa Rosa Professional Educators and the frequency and duration of any observation(s) shall be determined by the school's principal and the classroom teacher in order to minimize classroom disruption of core classes or subjects.

14. The Community Agency and its officers, employees, agents, representatives, contractors, and sub-contractors, each 1003.572 Agency, and each 1003.572 Private Instructional Personnel providing services under this Agreement shall fully comply with the requirements of § 1 002.22, Fla. Stat; Fla. Admin. Code R. 6A-1.0955; 20 U.S.C. 1232g (FERPA); 34 C.F.R. §99.31 and §99.33; and any other law or regulation, either federal or state, regarding confidentiality of student information and records.

15. The Community Agency and each 1003.572 Agency shall provide a current list of all employees providing services under this Agreement.

16. Each person executing this Agreement on behalf of the School Board, Community Agency, 1003.572 Agency, or 1003.572 Private Instructional Personnel are duly authorized to execute this Agreement and same shall not be repudiated by reason of lack of authority in the event of any litigation arising out of the delivery of services by the Community Agency, 1003.572 Agency, or 1003.572 Private Instructional Personnel providing services under this Agreement to any Santa Rosa County public student.

17. Each person providing services under this Agreement shall fully complete and execute Exhibit "A" which shall be maintained by the school at

which services are provided.

18. The venue for any suit, court action, or litigation arising out of or under this Agreement shall be Santa Rosa County, Florida.

19. A waiver by either party of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of the Agreement.

20. The Community Agency, 1003.572 Agency, or 1003.572 Private Instructional Personnel providing services under this Agreement shall defend, fully indemnify, and hold harmless The School Board of Santa Rosa County, Florida, and its employees for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorney's fees and investigation expenses (pre-suit, suit, trial appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the Community Agency, 1003.572 Private Instructional Personnel, or 1003.572 Agency, its employees, agents or servants, or any intentional or negligent acts or omissions of the school or its employees, agents, or servants arising out of the use of any facility, or the provision of any services pursuant to this Agreement and for any violation of Santa Rosa County public students under this Agreement including any violation of provision 14 herein. This provision shall survive the termination of this Agreement and shall remain in full force and effect until the expiration of any statute of limitations.

21. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

The School Board of Santa Rosa
County, Florida

By: _____

Title: _____

Date Signed: _____

Parent Requesting Services

Date Signed: _____

[Insert Name of Community Agency, 1003.572
Agency, or 1003.572 Private Instructional Personnel
providing services under this Agreement]

By: _____

Title: _____

Date Signed: _____

ACCESS INFORMATION FORM

Student's Name: _____ Student's ID # _____

Student's School: _____

Name of Person Providing Services: _____

Address: _____

Social Security # _____ Phone #: _____ E-mail: _____

Agency Issuing License and License Number: _____

Name and address of Employing Agency (if self-employed state self): _____

Primary Agency Contact Person: _____

Contact Phone Number: _____ E-mail: _____

Summary of Services to be provided: _____

Term of Service: _____

Frequency of Service: _____

Location at School for Delivery of Service: _____

Parent Signature

Date: _____

Principal

Date: _____

Signature of Person Providing Services

Print Name: _____

Date: _____

Teacher

Date: _____

Background screening approved _____

Date: _____

Insurance approved _____

Date: _____