

SANTA ROSA DISTRICT SCHOOLS  
CONTRACT FOR  
PREVENTION COUNSELING SERVICES  
School Year 2017 / 2018

**THIS CONTRACT** is entered between the Santa Rosa County School Board, hereinafter referred to as the “board” and CDAC Behavioral Healthcare, Inc. hereinafter referred to as the “provider” and/or “Company”.

**The parties agree:**

**I. The Provider Agrees:**

**A.** To provide services according to the conditions specified in Attachment I.

**B. Audits and Records**

1. To maintain books, records, and documents (including storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenue and expenditures of funds provided by the board under this contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the board.
3. To maintain and file with the board such progress, fiscal, inventory, and other reports as the board may require within the period of this contract. Such reporting requirement must be reasonable given the scope and purpose of this contract.

**C. Retention of Records**

1. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

2. Persons duly authorized by the board shall have full access to, and the right to, examine any of said records and documents during said retention period.

**D. Monitoring**

1. To provide progress reports, including data reporting requirements as specified in Attachment I. These reports will be used for monitoring progress or performance of the contractual services as specified in Attachment I.
2. To permit persons duly authorized by the board, in accordance with the state and federal confidentiality statutes under which the provider is licensed, to inspect reports, facilities, and services of the provider and/or interview any clients and employees of the provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the board may deliver to the provider a list of its comments with regard to the manner in which said goods or services are being provided. The provider will rectify all noted deficiencies provided by the school district within the specified period of time set forth in the comments, or provide the board with a reasonable and acceptable justification for not correcting the noted shortcomings. The provider's failure to correct or justify within a reasonable time as specified by the board may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

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## **E. Insurance:**

- 1) The Provider shall furnish proof of the following insurance to the Board by Certificate of insurance.
- 2) The Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, agents and volunteers are additional insureds under the policy or policies.
- 3) The Provider shall provide Certificates of Insurance to the District's Risk Manager at 8056 Canal St., Milton, FL, 32570 prior to the start of any work under this contract.
- 4) The Provider's insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.
- 5) All insurance policies shall be issued by companies either of the following qualifications:
- 6) The companies must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best company. Or
- 7) With respect only to Workers' Compensation insurance, the provider must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.
- 8) Workers' Compensation Insurance. The Provider shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence.
- 9) Comprehensive General Liability Insurance. The Provider shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability
- 10) Business Automobile Liability. The Provider shall procure and maintain, for the life of the contract/agreement Business Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Provider does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.

**F. Indemnification / Hold Harmless:**

1. Company shall indemnify the Santa Rosa County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged;
2. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the company or subcontractor, any directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performance of the work; or
3. Violation of law, statute, ordinance, governmental administration order, rule or regulation by the Company in the performance of the work; or
4. Liens, claims or actions made by the Company of any subcontractor or other party performing the work.
5. The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
6. Any cost or expense, including attorney's fees, incurred by the Board to enforce the contract shall be borne by the Company.

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**G. Safeguarding Information:**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with the state regulations, federal regulations and Santa Rosa School Board's policies except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

**H. Financial Reports:**

To provide financial reports to the board as specified in Attachment I.

**I. Return of Funds:**

To return to the board any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the school district. The provider shall return any overpayment to the board within fifty-five (55) calendar days after either discovery or notification of the overpayment. In the event the provider or its independent auditors discovers an overpayment has been made, the provider shall repay said overpayment within fifty-five (55) calendar days without prior notification from the board. In the event the board first discovers an overpayment has been made, the board will notify the provider by letter of such finding.

**J. Requirements of Section 287.058, Florida Statutes:**

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.
3. To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I to be received and accepted by the contract manager prior to payment.
4. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A.2 of this contract.
5. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the provider in conjunction with this

contract. It is expressly understood that substantial evidence of the provider's refusal to comply with this provision shall constitute a breach of contract.

**K. Withholdings and other Benefits:**

1. The provider is responsible for Social Security and Income Tax withholdings.

**L. Final Invoice:**

The provider must submit the final invoice for payment to the board no later than June 10, 2018. If the provider fails to do so, all right to payment is forfeited, and the board will not honor any requests submitted after the aforesaid time-period. Any payment due under the terms of this contract may be withheld until all evaluation and financial reports due from the provider, and necessary adjustments thereto, have been approved by the board.

**II. The Board Agrees:**

**A. Contract Amount:**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$519,860.00 subject to the availability of funds. The board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

**B. Professional Development:**

To provide training for the Prevention Counselors hired under this contract to include, but not be limited to, the areas of relevant federal program requirements, relevant state statutory requirements, Multi-Tiered System of Support Team programs, accessing student data and developing positive relationships with schools.

The provider staff hired under this contract will be encouraged to participate in various professional development activities.

**III. The Provider and Board Mutually Agree:**

**A. Effective Date:**

1. This contract shall begin on July 1, 2017.
2. This contract shall end on June 30, 2018.

**B. Termination:**

**1. Termination at Will**

Either party upon no less than sixty (60) calendar days notice, without cause, may terminate this contract unless both parties mutually agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**2. Termination Because of Lack of Funds**

In the event funds to finance this contract become unavailable, the board may terminate the contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The board shall be the final authority as to the availability of funds.

**C. Notice and Contact:**

The name and address of the contract manager for school district for this contract is:

Sherry Smith, Director of Student Services  
6751 Berryhill Street, Milton, FL 32570

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The name and address of the representative of the provider responsible for administration of the program under this contract is:

Leashia Scrivner, Executive Director  
3804 North 9<sup>th</sup> Avenue  
Pensacola, FL 32503

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

**D. Renegotiation or Modification:**

1. Modification of provision of this contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

**E. Name, Mailing and Street Address of Payee:**

CDAC Behavioral Healthcare, Inc.  
3804 North 9<sup>th</sup> Avenue  
Pensacola, Florida 32503

**F. Special Provisions:**

1. The provider shall not permit any publicity involving students, including the use of names or identifiable pictures, without the written consent of the student's parents or legal guardians.
2. To the extent consistent with maintaining required student confidentiality, the provider shall allow the contract manager and other agents of the board to conduct private, confidential interviews with the student, family and provider staff, for those students and families whose services have been subsidized by the board.
3. The Provider shall comply with all requirements of Florida's Jessica Lunsford Act. Further information is available at the following website:  
<http://www.santarosa.k12.fl.us/purchasing/LunsfordAct.pdf>
4. The School District agrees to provide one locking file cabinet, one office chair and certain essential office supplies for the CDAC Prevention Counselor's use at GBHS, PHS, MHS and NHS.
5. The School District agrees to provide in-kind donations of \$8,400.00 each site, each year, at GBHS, PHS, MHS and NHS whose combined in-kind donations will be \$37,600 each year for:
  - Office space on-site appropriate for individual counseling services.
  - Furniture and equipment including a desk, two chairs and a phone.
  - Space on-site appropriate for group counseling.

6. The Community Drug and Alcohol Council agrees to provide the R.I.S.E. Program (Resiliency Increasing Skills and Education) at selected Santa Rosa K-8 schools. This R.I.S.E. Program will be as approved by the Office of Substance Abuse and Mental Health, Department of Children and Families.
7. Provide follow-up services to selected students for up to one year after program completion.

**H. All Terms and Conditions Included:**

This contract and its attachments as referenced, (Attachment I), contain all the terms and conditions agreed upon by the parties.

**IN WITNESS THEREOF**, the parties hereto have caused this 12 page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER**

**SANTA ROSA DISTRICT SCHOOLS**

Community Drug and Alcohol Council, Inc.

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: Leashia Scrivner

NAME: Sherry Smith

TITLE: Executive Director

TITLE: Director, Student Services

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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