

COOPERATIVE AGREEMENT BETWEEN

THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA AND CHILDREN'S HOME SOCIETY OF FLORIDA

SCHOOL YEAR 2017/2018

The Children's Home Society of Florida and the School Board of Santa Rosa, Florida, mutually agree to cooperate in providing Mental Health Counseling Programs to the students at designated schools within the School District of Santa Rosa County.

The purpose and intent of this agreement will be made known to the appropriate and responsible staff members of both agencies to encourage cooperative working relationships in meeting shared responsibilities.

A. The Children's Home Society of Florida agrees to:

1. Provide one Masters-level counselor on-site at each of the schools listed in Exhibit "A" attached hereto (the "Schools"), though a single counselor may serve more than one school depending on utilization of services by the assigned schools. When agreed, Masters-level interns may be placed in schools as well.
2. Provide through the on-site counselor, mental health counseling services to include: individual and group counseling and prevention services to students and families at risk for emotional difficulties and poor academic performance as well as consultation to the school's intervention team.
3. Through the on-site counselor, assist with student, parent and teacher education/training, as scheduling of counselor's time permits.
4. Provide administrative oversight and support and clinical supervision of service delivery.
5. Not to use or disclose any information concerning a recipient of services under this Cooperative Agreement for any purpose except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
6. The Children's Home Society of Florida shall ensure that each staff-member assigned to the Schools make initial contact with the respective school's Principal (or Principal's designee) in order to establish a protocol whereby Children's Home Society of Florida staff:
 - sign-in upon arrival on campus each day,
 - sign-out upon leaving campus each day, and

- notify designated school contact when illness or other reasons prevent the provider staff member from being present on campus when scheduled to be present.

7. The Children's Home Society of Florida will provide services at no direct cost to the School Board of Santa Rosa County, Florida, but will serve children and families through other funding sources such as third party reimbursement, grants and other funding.

8. The Children's Home Society of Florida shall ensure that any persons assigned to provide services at the Schools meet all of the background screening requirements of Florida's **Jessica Lunsford Act**.

B. The School Board of Santa Rosa County, Florida, agrees to:

1. Provide coordination and referral of students and families by the School's Administration and Guidance staff members.
2. Provide in-kind support through the donation of office space, access to general office equipment, and miscellaneous related items, conducive for the provision of individual, family and group counseling.
3. Authorize the Superintendent of Schools to modify the list of schools to receive services under this agreement from time to time, during the term of this Agreement, in consultation with representatives of Children's Home Society of Florida.

C. This cooperative Agreement may be revoked by either party with thirty days written notice and will be in effect August 1, 2017 through July 31, 2018.

D. Each party covenants and agrees at all times to save, hold, and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by law arising out of or in any way connected or arising out of a party's performance of this Agreement. However, this indemnification shall not operate to release any party of liability for their own negligence.

Notwithstanding the foregoing, nothing contained in this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the School Board or its agents to be sued; or (3) a waiver of sovereign immunity of the School Board of Santa Rosa County Florida and beyond. The liability of the School Board shall not exceed the limits of sovereign immunity under Florida law.

E. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt

requested, addressed to:

As To CHS:

Lindsey Cannon, Interim Executive Director
Children's Home Society of Florida, Western Division
1300 N Palafox Street, Suite 103
Pensacola, Florida 32501

As To School Board of Santa Rosa County:

Tim Wyrosdick, Superintendent
School Board of Santa Rosa County
5086 Canal Street
Milton, FL 32570

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

F. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by all parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Santa Rosa County, Florida.

SCHOOL BOARD APPROVED:
THE SCHOOL BOARD OF
SANTA ROSA COUNTY, FLORIDA

CHILDREN'S HOME SOCIETY OF FLORIDA
WESTERN DIVISION

By:

Scott Peden Date
Chairperson_____

Lindsey Cannon Date
Interim Executive Director

Tim Wyrosdick Date
Superintendent

Children's Home Society of Florida
1300 N. Palafox St., Suite 103
Pensacola, FL 32501
PH: 850-266-2701

Santa Rosa County District Schools
5086 Canal Street Milton, FL 32570
PH: (850) 983-5000

COOPERATIVE AGREEMENT BETWEEN
THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA AND
CHILDREN'S HOME SOCIETY OF FLORIDA

SCHOOL YEAR 2017/2018

EXHIBIT A

Schools to be served:
Rhodes Elementary
East Milton Elementary
Bagdad Elementary
Hobbs Middle
Other as needed and agreed.