

MEMORANDUM OF UNDERSTANDING  
BETWEEN MAGELLAN HEALTHCARE, INC AND  
SCHOOL DISTRICT OF SANTA ROSA COUNTY,  
FLORIDA

This Memorandum of Understanding (MOU) sets forth guidelines to clarify the responsibilities of the Santa Rosa County School District (School District) and Magellan Healthcare, Inc. (Magellan) with respect to child and youth behavioral (CYB) program services provided by Magellan pursuant to its contract with the federal government to operate part of the Military & Family Life Counseling (MFLC) Program on behalf of the Department of Defense (DoD), Contract No.47QFCA19D0003/Task Order 47QFCA19F0044 (the Contract).

- A. Magellan desires to provide non-medical support to certain students, their parents/families and faculty and staff of schools they attend (CYB Services) and the School District desires that Magellan provide the CYB Services; and
- B. The parties desire to enter into this MOU to set forth their mutual understanding with respect to the terms and conditions under which CYB Services will be provided.

The parties agree as follow:

**1. Scope of Services**

- a. CYB Services will consist of non-medical, short-term problem resolution support for issues amenable to short-term resolution (e.g., school adjustment issues, deployment and reunion adjustments, and parent-child communication) provided to students who (i) attend designated schools within the School District and (ii) have one or more parents who is an active duty member of the military or an activated member of the National Guard Reserves.
- b. CYB Services may include any of the following for eligible parties, as appropriate:
  - Short-term, non-medical counseling for children/parents/families
  - Psycho-educational/supportive group activities for parents, teachers, or students
  - Training presentations for teachers regarding MFLC services and Military lifestyle issues
  - Outreach and psycho-educational presentations for parents/families

- Training and support meetings for parents/families addressing developmental and behavioral needs and milestones and the impact of deployment/reintegration on children
- Support to eligible parents and students for on-going management of personal issues.
- Support to teachers in managing stress in dealing with behaviors of military children in the classroom
- Support to individual students with academic challenges or adjustment problems
- Consultation to teachers regarding improving child and youth social interactions, behavior and other student needs
- Interaction with students/families during transition and social times
- Problem-solving with teachers and staff about how to engage/intervene with children displaying behavioral difficulties including bullying and self-esteem

The parties may from time-to-time agree to the provision of other non-medical support services in scope of those required by the contract with the DOD.

c. CYB services do not include:

- Supervision of any child or group of children. The CYB counselor should not be counted in the student-teacher ratio.
- Participation in any Special Needs Assessment Process (SNAP). The CYB counselor may be introduced as an additional resource and assist in coaching, guiding, and supporting behavioral interventions resulting from the SNAP.
- Psychotherapy

d. CYB Services are provided without charge to School District, the student, or the student's family.

## 2. Magellan Responsibilities

- a. Magellan will provide CYB Services to eligible military parents/families, and students referred by the School District. Magellan will facilitate a warm handoff for any other faculty, staff, or non-eligible parents/families, by directing them to other available resources.
- b. The parties understand and agree that Ch. 119, Florida Statutes, applies to existing records only. Where no records responsive to a request exist, Magellan will not be required to create a record. In the event that Magellan has a good faith belief that records requested under Ch. 119 are confidential or releasable only by the Department of Defense, Magellan will immediately forward the request to the Department of Defense and facilitate a response to the requesting party.

- c. Magellan will designate a supervisor to act as liaison with the School District to facilitate coordination of CYB Services with the School District.
- d. Magellan will ensure that each counselor assigned to the School District to provide CYB Services (CYB counselor) will meet or exceed the qualifications required under the Contract, including without limitation:
  - Graduate degree in a mental health field
  - Valid, unrestricted counseling license
  - Experience working with children or youth
  - Successful processing of a criminal history background check and a FBI fingerprint check in accordance with Magellan established processes and the Jessica Lunsford Act which states that all persons having direct contact with pupils will undergo a level 2 screening in accordance with Section 1012.465, Florida Statutes, prior to the provision of any services under this MOU. The cost of this screening will be borne by Magellan.
  - Completion of all trainings required by the Department of Defense to be completed before providing CYB Services.

### **3. School District Responsibilities**

- a. The School District will designate specific schools at which CYB Services may be delivered on dates and times to be agreed upon by Magellan and the School District.
- b. School District will identify eligible faculty, staff, parents/families, and students with parental consent and make referrals to Magellan for CYB Services.
- c. The School District will demonstrate its support for and promote awareness of CYB Services within the designated schools and their communities through communications to teachers, staff, and families.
- d. The School District will designate a point of contact with Magellan, principals of the designated schools or their designees, and community contacts to support and coordinate the implementations of CYB.

### **4. CYB Counselor Responsibilities**

- a. CYB counselors will ensure that parental consent is in place prior to conducting counseling with any child or youth.
- b. When providing CYB Services to one or more children or youth, CYB counselors will at all times remain in the line of sight of a child's parent, guardian, or School District personnel.

## **5. Compliance with Law and Policy**

Magellan personnel will comply with all applicable federal and state laws and, at all times while on School District premises, School District policies and regulations. School District's sole remedy for any failure of Magellan or its CYB counselors to comply with School District policy or regulation will be termination of the MOU.

## **6. Term and Termination**

The term of the MOU shall commence as of the last dated signature below and continue through August 16, 2024 unless terminated earlier as described below. The term may be extended by written consent of the parties.

This MOU may be terminated at any time upon the mutual agreement of the parties; without cause upon five (5) business day's prior written notice from either party to the other; or immediately upon Magellan's written notice to School District that the funding or tasking for these services is discontinued by the federal government. Notice shall be given as follows:

To Magellan: Daniel P. McCarthy, Ph.D. Program Director, Military & Family Life Counseling, Magellan Healthcare, 8621 Robert Fulton Dr. Columbia, MD 21046, **Office** 410-953-1273, **Mobile** 443-477-2776 | **E** [dpmccarthy@magellanhealth.com](mailto:dpmccarthy@magellanhealth.com)

To School District: Sherry Smith, Director, Student Services, 6032 Hwy 90, Milton, FL 32570, 850-983-5052, [smithsl@santarosa.k12.fl.us](mailto:smithsl@santarosa.k12.fl.us)

## **7. Confidentiality**

The parties agree that all information and records obtained in the course of providing services pursuant to this MOU shall be subject to confidentiality provisions of applicable federal and state law. CYB counselors will not have access to student educational records and will not maintain records containing personally identifiable information learned in the course of providing CYB Services.

## **8. Indemnification**

Magellan agrees to defend, indemnify, and save free and harmless the District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from any injury to or death of any person which to the extent caused by the negligent act or omission of Magellan, its officers, agents, and employees under the MOU.

The School District agrees to defend, indemnify, and save free and harmless Magellan and its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens which may be brought against Magellan arising from any injury to or death of any person that occurs on School District property to the extent caused by the negligent act or omission of the School District, its Board Members, employees, agents, officers, and assigns, to the extent provided by Section 768.28, Florida Statute

## **9. Insurance**

- a. Magellan will maintain insurance to protect Magellan and the School District from claims for damages for personal injury, including death, and damage to property, which may arise from Magellan's performance under this MOU. In particular, so long as this MOU remains in effect, Magellan will maintain full force and effect the following insurance coverages:
  - Commercial general liability insurance with limits of liability of no less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate.
  - Errors and omissions insurance with limits of liability of no less than five million dollars (\$5,000,000) per claim and aggregate.
  - Automobile liability insurance (including owned and non-owned hired property damage) with limits of liability of no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage on School District property.
  - Workers' Compensation insurance in an amount required by applicable law covering Magellan employee assigned to perform services under this MOU.
- b. The School District acknowledges that Magellan may provide CYB Services through the use of counselors contracted by Magellan to perform such work as independent contractors. Magellan shall require each subcontractor CYB counselor assigned to the School District to maintain the following insurance coverage:
  - Professional liability insurance with limits of liability of no less than one million dollars (\$1,000,000) per claim and aggregate, including tail coverage for a period of no less than one (1) year must be provided whenever the policy is claims- made.
  - Automobile liability coverage in an amount no less than the minimum liability coverage required by applicable law.
  - Worker's Compensation insurance in and amount required by applicable law covering each employee of such CYB counselor who performs services in connection with the CYB Services.

## **10. Non-discrimination**

Magellan shall not unlawfully discriminate in the performance of any activities pursuant to this MOU on the basis of race, creed, color, national origin, religion, sex, sexual orientation, hand-cap, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

## **11. Financial Responsibility**

The School District shall have no financial liability for any of the services rendered by Magellan under the terms of this MOU, whether provided by Magellan employee or subcontractor.

## **12. Santa Rosa School District Public Records**

MAGELLAN'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., the parties understand and agree that Ch. 119, Florida Statutes, applies to existing records only. Where no records responsive to a request exist, Magellan will not be required to create a record. In the event that Magellan has a good faith belief that records requested under Ch. 119 are confidential or releasable only by the Department of Defense, Magellan will immediately forward the request to the Department of Defense and facilitate a response to the requesting party.

Magellan agrees to comply with all public records laws, specifically to:

- a. Keep and maintain public records required by the School Board to perform the service.
  1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
  2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Magellan's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- b. Upon request from the School Board's custodian of public records, provide the School 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 for by law. If Magellan does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

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 contract term and following completion of the contract if Magellan does not transfer the records to School Board.

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


IN WITNESS WHEREOF, the parties have executed this MOU as of the date of the last signature below:

School District of Santa Rosa County, Florida:

By: \_\_\_\_\_  
Sherry Smith, Director of Student Service

Date: \_\_\_\_\_

Magellan Healthcare, Inc.:

By:  \_\_\_\_\_  
Daniel P. McCarthy, Program Director, Ph.D.  
Military & Family Life Counseling, Magellan Healthcare

Date: 8/8/2019