

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 26<sup>th</sup> day of July, 2011, between THE SCHOOL BOARD OF ST. LUCIE COUNTY, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution (“Board”), and The Drug Abuse Treatment Association, Inc., a Florida corporation (“Agency”).

### WITNESSETH

1. **PURPOSE.** The Board is the governing body of the School District of St. Lucie County, Florida, which District is in turn a unit of government of the State of Florida. The Contractor agrees to provide certain professional services to the Board through its employees: (TBA), and the Board agrees to compensate the Contractor for such services.

2. **AGREEMENT.** The Board agrees to accept from the Contractor, and the Contractor agrees to provide to the Board, professional services subject to the following terms and conditions:

(a) The Contractor agrees to provide professional services to the Board as described in the attached Schedule. All services provided by the Contractor in accordance with this Agreement shall be performed by its employees: (TBA) unless the Board agrees, in writing, to the Contractor's substitution of another individual to perform such services.

(b) The Board agrees to pay to the Contractor for professional services provided in accordance with this Agreement, and for expenses incurred in the provision of such services, as follows: no cost to the district.

(c) The Board will provide office / program space at the schools receiving CASASTART services.

(d) The Board shall have the right to recommend and refer students to the CASASTART program consistent with the Board's admission criteria and procedures, leaving the final admission and dismissal decisions to the CASASTART staff.

(e) The Agency will provide appropriate counseling, clerical, and supervisory personnel to implement the CASASTART program, who shall be employees of the agency.

(f) The Agency shall confer with the Principal relative to the selection of the counseling personnel assigned to the CASASTART program, leaving the final decision to the Board.

(g) That each party to the agreement shall assume full responsibility for the salaries, expenses, and acts of its employees.

(h) The Agency, as an entity operating on the premises of Board facilities and receiving Board support for the program, shall be accountable to the Principal for all actions of the program.

(i) The Board shall approve the curriculum utilized in the program.

(j) The Agency will regularly update the Board and the school Principal of the names of the students served in the program.

(k) The Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. The Contractor, all employees of the Contractor, and all other individuals acting by or on behalf of the Contractor, who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of Board funds shall, prior to providing any services under this Agreement, (i) file a complete set of fingerprints, (ii) submit to a drug screen, and (iii) receive clearance from the criminal background check and drug screening, all in the same manner as required of Board employees whose positions involve direct contact with students. Verification of compliance with these requirements shall be provided to the Contract Manager for the Board designated in paragraph 3 below. The parties agree that the failure of the Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the Agreement, entitling the Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Contractor agrees to indemnify and hold harmless the Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting in the Contractor's failure to comply with the requirements of this paragraph.

(l) The Contractor agrees that each individual providing services to the Board in accordance with this Agreement shall meet all professional certification, licensing, and/or registration requirements applicable to the services provided by such individual ("Professional Requirements"). Prior to the term of this Agreement commencing as provided in paragraph 4 below, and not less than annually thereafter, the Contractor shall provide to the Board such documentation as the Contract Manager for the Board shall reasonably require demonstrating compliance with all Professional Requirements applicable to each such individual. If compliance with Professional Requirements is a prerequisite for or condition of the Board receiving funding or reimbursement for the services provided by such individual, then the Contractor shall refund to the Board any revenue lost, and shall hold the Board harmless from any loss or cost incurred, as a result of (i) any lapse in such Professional Requirements or (ii) any other error attributable to the action or inaction of the Contractor and subsequently identified in any audit conducted respecting funding received by the Board for such services.

3. **CONTRACT MANAGER.** The Contract Manager for the Board is Bill R. Tomlinson. The Contract Manager for the Contractor is John Fowler. The parties shall direct all matters arising in connection with the performance of this Agreement, other than notices, to the attention of the Contract Managers for attempted resolution or action. The Contract Managers

shall be responsible for overall resolution, action, coordination, and oversight relating to the performance of this Agreement.

4. **TERM.** The term of this Agreement shall be from the date of execution by both parties through and including June 30, 2012, unless renewed in accordance with paragraph 9 below, provided, however, and notwithstanding any other provision, this Agreement may be terminated by either party with or without cause upon 30 days written notice.

5. **CONSIDERATION.** The parties agree that the consideration for this Agreement shall be, for the Board, the professional services provided by the Contractor, and for the Contractor, the sums paid by the Board.

6. **PUBLIC RECORDS.** The Contractor shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Ch. 119, Fla. Stat., and made or received by the Board in conjunction with this Agreement.

8. **INSURANCE.** The Contractor shall maintain insurance, through the term of this Agreement, as follows:

(a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

(b) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with a combined single limit of not less than \$1,000,000. In the event Contractor does not own any automobiles, the Board will accept proof of hired and non-owned Auto Liability only.

(c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

(d) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate.

(e) Certificates of all insurance shall be provided to and approved by the Contract Manager for the Board prior to the term of this Agreement commencing as provided in paragraph 4 above. The Board shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. The policies must be

specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis.

## **7. CONTRACTOR RESPONSIBILITY.**

(a) The Contractor is an independent contractor and is not an employee or agent of the Board. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Board, on the one hand, and the Contractor and its employees, agents, or subcontractors, on the other, during or after the performance of this Agreement. The Contractor shall take the whole responsibility and shall bear all losses resulting to it on account of errors or omissions.

(b) The Contractor shall comply with all applicable provisions of safety laws, rules, ordinances, regulations, and orders of duly constituted public authorities and agencies exercising regulatory authority over it. The Contractor assumes all risk of loss, damage, and destruction to all of its materials, tools, appliances, property of every description, and that of its respective employees or agents or subcontractors and each of their respective employees or agents, and injury to or death of its employees or agents, subcontractors, or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Agreement.

(c) Any and all personally identifiable records of a student are confidential, and the Contractor shall access such records in the course of providing professional services under this Agreement only if and to the extent the Contractor or the Contractor's employee has a legitimate educational interest in the information contained in such records. The Contractor shall implement operating practices and procedures that will (i) maintain the confidentiality and assure the physical security of all student records accessed and used in the course of providing professional services under this Agreement; (ii) prohibit the release or disclosure of such records to anyone except authorized Board personnel, (iii) prevent any unauthorized access to such records, and (iv) preclude the unauthorized use, release, or disclosure of the information contained in such records.

(d) The Contractor agrees forever to save and keep harmless and fully indemnify the Board, its officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expense because of loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Agreement and attributable to the negligence or other wrongful conduct of the Contractor or its employees, agents, or subcontractors, including but not limited to any loss or action resulting from the failure of the Contractor to comply with its obligations under this Agreement.

9. **RENEWAL OR EXTENSION.** This Agreement may be renewed or extended for successive terms of one year each upon written agreement of the parties.

10. **NONDISCRIMINATION.** The Contractor covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or disability (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin, or ancestry.

11. **AUDIT.** The Contractor agrees that until the expiration of three years after expenditure of funds under this Agreement, the Board and any of its duly authorized representatives shall have access to and the right to examine any and all directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payments made under this Agreement shall be subject to reduction for amounts charged that are found on the basis of audit examination not to constitute allowable fees or costs. All required records shall be maintained until an audit is completed and all questions arising from such audit are resolved, or until three years after completion of all work under this Agreement.

12. **VERIFICATION OF EMPLOYMENT STATUS.** The Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

13. **ASSIGNMENT.** The Contractor shall not assign this Agreement to any other person or firm without first obtaining the Board's written approval.

14. **ATTORNEYS' FEES AND COSTS.** In the event either party defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the defaulting party agrees to pay all damages and costs incurred by the other party, including reasonable attorneys' fees.

15. **NOTICES.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

If to the Board:

With copies to:

Bill R. Tomlinson, Assistant Superintendent  
Student Services and Exceptional Student Education  
School District of St. Lucie County  
4204 Okeechobee Road  
Ft. Pierce, FL 34947

If to the Contractor:

With copies to:

John Fowler, President and CEO  
Drug Abuse Treatment Association, Inc.  
1016 Clemons Street, Suite 200  
Jupiter, FL 33477

16. **INDULGENCE NOT WAIVER.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

17. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties. This Agreement may only be amended by written document, properly authorized, executed, and delivered by both parties.

18. **INTERPRETATION; VENUE.** 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 the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

\* \* \*

**IN WITNESS WHEREOF**, the Board has subscribed and the Contractor has affixed its name and seal on the date first above-written.

ATTEST:

**SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA**

\_\_\_\_\_  
MICHAEL J. LANNON, Superintendent  
and Ex Officio Secretary

(Seal)

By: \_\_\_\_\_  
KATHRYN HENSLEY, Chair

CONTRACTOR:

\_\_\_\_\_

ATTEST:  
Print Name: \_\_\_\_\_  
Secretary

(Seal)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE OF PROFESSIONAL SERVICES**

### **Program Description:**

CASASTART (Striving Together to Achieve Rewarding Tomorrows), is a community-based, substance abuse and violence prevention program developed by the National Center on Addiction and Substance Abuse at Columbia University (CASA). CASASTART targets youths between 8 and 13 years old who have a minimum of four identified risk factors. Youth participants may remain in the program up to 2 years. Specific program objectives of CASASTART include reducing drug and alcohol use, reducing involvement in drug trafficking, decreasing associations with delinquent peers, improving school performance, and reducing violent offenses. CASASTART's intervention model is informed by the research literature on social learning theory, social strain theory, social control theory, and positive youth development. Its eight fundamental components are community-enhanced policing, intensive case management, juvenile justice intervention, family services, after-school and summer activities, education services, mentoring, and the use of incentives to encourage youth development activities. Each site brings together key stakeholders in schools, law enforcement agencies, and social services and health agencies to develop tailored approaches to the delivery of the core service components consistent with local culture and practice.

Our program implementation will be at three elementary schools; Morningside Elementary; Bayshore Elementary; and CA More Elementary on St. Lucie County. These schools were selected with the assistance of the coalition and school district staff. There will be one supervisor and six case managers (two at each school). Each case manager will maintain a caseload of 15 families for an average of 18 months. CASASTRT case managers are on call 24 hours / 7 days per week, and will provide the 8 core services to their families at school and in the community.