

**CONTRACT FOR MENTAL AND BEHAVIORAL HEALTH SERVICES**  
**Between**  
**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**and**  
**THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC.**

This Contract for Mental and Behavioral Health Services (the “Contract”) is entered into July 1, 2024, effective as of July 1, 2024, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate (hereinafter referred to as the “BOARD”), and THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC., a Florida not for profit corporation (hereinafter referred to as “THE FLORIDA CENTER”) is made for the purpose of retaining mental health providers to offer direct support to students and families. The BOARD and THE FLORIDA CENTER shall collectively be referred to as the “Parties,” with each being a “Party.”

WHEREAS, pursuant to Florida law, the parties wish to provide a mechanism to offer certain mental health services to students of the Sarasota County School District who qualify for such services under the following criteria:

1. The student is now enrolled in or has made application for enrollment in the Sarasota County School District.
2. The student has been appropriately referred to access additional mental and behavioral services following the process established the BOARD.

NOW THEREFORE, in order to provide appropriate mental health and behavioral services to students who qualify for those services, in consideration of the promises set forth herein and other good and valuable consideration, THE FLORIDA CENTER and the BOARD agree as follows:

1. The BOARD agrees:

- A. It shall provide opportunities for in service training for THE FLORIDA CENTER staff involved in providing services to students in the area of mental/behavioral health.
- B. It shall provide consultation from school staff upon request from THE FLORIDA CENTER staff.
- C. It shall provide access to educational records for students identified as needing specialized services in the area of mental/behavioral health.
- D. It shall provide space with furnishings for counselling/therapy intervention. Final determination as to the need for equipment and furniture shall rest with the BOARD.

2. THE FLORIDA CENTER agrees:

- A. It will provide supervision to all mental health therapists, counselors, registered interns or other qualified mental health providers who provide supplemental mental and behavioral health services as required by law to identified students registered in Sarasota County Public Schools.

B. It shall provide developmentally appropriate modeling/coaching strategies to teachers and or support staff for school implementation, upon request.

C. It shall provide written notification to the BOARD of all persons appointed as mental health providers. THE FLORIDA CENTER shall provide to the BOARD the Staff Appointment Verification Form (Appendix A) with all required attachments, documenting the appointment status of each staff member providing services under this Contract, before providing services to students or families.

D. THE FLORIDA CENTER will ensure background screening is performed in compliance with Chapter 1012, Fla. Stat. and the BOARD'S policies. THE FLORIDA CENTER agrees to:

1. At its expense, conduct a Level 2 Criminal Background Check on all persons, whether an agent, employee, volunteer or otherwise (collectively referred to as "Employees") providing services under this Contract. Employees must meet the screening standards set forth in Florida Statutes Sections 435.03 and 435.04. The screening assessment includes orientation, in-depth interview, reference checks, police background checks and fingerprinting. THE FLORIDA CENTER will promptly furnish to the School Board's Safety & Security Department, Fingerprint Office, a full list of Employees needing a badge and fingerprint and background checks, before providing services to students or families.
2. Furnish to Sarasota County Schools Police Department Fingerprint office before any of its Employees will be permitted on school grounds while students are present the following: (i) A statement of attestation prepared and signed by THE FLORIDA CENTER's CEO/President or Program Director in a form acceptable to the BOARD that THE FLORIDA CENTER has conducted Level 2 background checks for all Employees providing onsite services as required by Section 435.04, Florida Statutes, to be updated for each Employee for each subsequent year of the Contract; and (ii) THE FLORIDA CENTER will immediately furnish to Sarasota County Schools Police Department any notifications of arrests it receives with respect to Employees who had an THE FLORIDA CENTER badge issued.
3. The BOARD has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by The BOARD pursuant to Florida law. Any Employee must sign in and out of the school district's database each time they are on campus. THE FLORIDA CENTER shall, upon the expiration or termination of this Contract, facilitate the collection of all badges issued to its Employees.

E. A report relating to student progress on meeting treatment goals shall be submitted

to the BOARD at least quarterly for each student and family. Copies of such progress reports shall be maintained in each student's educational record.

F. It shall conduct meetings as necessary to review and revise each student's plan of care. The student's parent or legal guardian and the BOARD designee shall be involved in decisions regarding the student's plan of care, as appropriate. the BOARD shall have responsibility for compliance with State Board Rules.

G. It shall keep school pertinent personnel informed of ongoing services. At any time a proposed change needs to occur, THE FLORIDA CENTER will follow the process established by the BOARD to review and make informed decisions.

H. It shall provide administrative, clinical, and reflective supervision to the mental health providers contracted by THE FLORIDA CENTER.

I. It shall provide to the BOARD a report at the end of 2024-25 school year detailing:

- i. Number of students referred to contracted school-based services providers.
- ii. Number of students who received mental health assessments.
- iii. Number of students receiving mental or behavioral health services from  
THE FLORIDA CENTER.

J. Pursuant to Florida Statute 448.095, THE FLORIDA CENTER shall use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/> to verify the employment eligibility of all employees hired during the term of this Contract. THE FLORIDA CENTER shall also require all subcontractors performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract. Subcontractors shall provide THE FLORIDA CENTER with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Florida Statute 448.095. THE FLORIDA CENTER shall provide a copy of such affidavit to the BOARD upon receipt and shall maintain a copy for the duration of the Contract. THE FLORIDA CENTER shall provide evidence of compliance with Florida Statute 448.095 within fifteen (15) days of the BOARD'S request. Evidence may consist of, but is not limited to, providing notice of THE FLORIDA CENTER's E-Verify number. Failure to comply with this provision is a material breach of the Contract, and the BOARD may choose to terminate the Contract at its sole discretion.

K. In the event THE FLORIDA CENTER receives student records and/or information in the course of providing services, it shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. THE FLORIDA CENTER shall (i) hold the student records and information in strict confidence and not use or disclose except as required by this Contract or permitted by law and disclose student records only to those who have a need to access the information in order to perform their assigned duties; (ii) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements; and (iii) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the

terms of this Contract.

- L. THE FLORIDA CENTER shall comply with Florida's Public Records Law including:
1. Keeping and maintaining public records that ordinarily and necessarily would be required by BOARD;
  2. Providing the public with access to public records on the same terms and conditions that BOARD would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  3. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
  4. Meeting all requirements for maintaining public records and transferring at no cost to BOARD all public records in possession of THE FLORIDA CENTER upon termination of the Contract; destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to BOARD in a format that is compatible with the information technology systems of BOARD.

IF THE FLORIDA CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT EITHER 941-927-4009 OR VIA EMAIL AT PUBLICRECORDREQUEST@SARASOTACOUNTYSCHOOLS.NET, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL, 34231.

3. Both Parties agree:

A. THE FLORIDA CENTER provides services as an independent contractor and shall retain full control and discretion as to the appointment or removal of any staff member employed by THE FLORIDA CENTER. The BOARD may report to THE FLORIDA CENTER any FLORIDA CENTER Employee that is deemed by the BOARD to be performing in a manner incompatible with the provisions of an adequate educational program to students and, upon the BOARD'S request, shall remove such Employee from performing services pursuant to this Contract.

B. Staff of the BOARD shall be permitted to review the program provided by THE FLORIDA CENTER, including evaluation reports and progress reports, and may confer with THE FLORIDA CENTER'S staff at reasonable times, as agreed by both parties. the BOARD has the right to participate in all interview selection processes.

C. Upon request, THE FLORIDA CENTER shall provide the State Board of Education student's attendance therapy records.

D. Services provided by THE FLORIDA CENTER and authorized by the BOARD shall be compensated at a rate of \$69,643.00 per year for each mental health provider for services rendered

July 1, 2024 through June 30, 2025.

Conditioned on the provision of appropriate services under the terms of this Contract, payments will be disbursed to THE FLORIDA CENTER monthly in ten (10) equal payments of \$97,500.20 for the months of August 2024 through May 2025.

Each mental health provider shall maintain a student schedule, including the hours of service. A monthly statement of services rendered by THE FLORIDA CENTER shall indicate provider name, hours and types of services rendered for students and shall be submitted with the invoice to the BOARD by the fifteenth (15<sup>th</sup>) of each month.

Statements should be mailed to:

The School Board of Sarasota County, Florida  
Attn: Bookkeeper, Student Services Department  
1960 Landings Boulevard  
Sarasota, FL 34231

If a mental health position is vacant for more than half the student calendar month, then the reimbursement for that month will be reduced to \$3,482.15. If the position is vacant for an entire student calendar month, then the reimbursement for that month will be \$0.

Established providers shall maintain a caseload of a minimum of 15 students and a maximum of 26 students throughout the school year. If caseloads fall under the minimum expectation, the provider shall collaborate with The Florida Center supervisor, SCS district mental health contact, and on-site school staff members who are responsible for making school-based mental health referrals.

The mental health provider is an employee of The Florida Center, and as such, is entitled to benefits such as paid holidays and paid time off. Similarly, the mental health provider is expected to participate in meetings and trainings from time to time (however not to be excessive) that require the provider to be off-campus. Any time the provider will be off campus they are to notify the principal or principal designee, SCS district mental health contact, and The Florida Center supervisor via email. Participating in off-campus trainings/meetings or taking PTO does not constitute a reduction in the contracted payment, as that provider remains fully employed with The Florida Center.

The Contract Compliance Checklist (Appendix B) with all accompanying documentation must be returned to the Student Services Department prior to any reimbursement being issued pursuant to this Contract.

Total payment during the term of this Contract for fourteen (14) mental health service providers, shall not exceed \$975,002.00.

E. Other than the payment described in Section 3, item (D), above, this Contract is not intended to provide any mechanism by which monies are paid or received from either party for the fulfillment of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment for those services.

F. During the term of this Contract, THE FLORIDA CENTER shall maintain public

liability and malpractice insurance coverage in at least the following amounts: TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) per person; THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) per occurrence; and ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) umbrella coverage with the BOARD listed as a co-insured. As evidence of such insurance coverage THE FLORIDA CENTER shall furnish the BOARD with a Certificate of Insurance prior to commencing any services under this Contract.

G. THE FLORIDA CENTER shall hold harmless, indemnify, and defend the BOARD, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the BOARD its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Contract. Nothing in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of the BOARD or to affect, limit, or reduce the protection from suit afforded to the BOARD under Section 768.28, Florida Statutes. This provision shall survive termination of this Contract and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

#### 4. Other Provisions:

A. Any additions, changes, deletions, or modifications to this Contract shall be void unless agreed to in writing by both parties.

B. Any disputes relating to implementation of the provisions of this Contract may be resolved by informal meetings and/or conferences between the BOARD's Executive Director of Student Services or his/her designee and the appropriate representative(s) of THE FLORIDA CENTER.

C. This Contract shall commence July 1, 2024 and shall terminate June 30, 2025, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice with no party owing any further obligation to the other.

D. Any notice given pursuant to this Contract shall be made to THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC. to the attention of the Executive Director at 4620 17<sup>th</sup> Street, Sarasota, FL 34235, and to the BOARD to the attention of the Executive Director of Student Services at 1960 Landings Blvd., Sarasota, FL, 34231.

E. THE FLORIDA CENTER and the BOARD mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of the 1974 and Section 504 of the Rehabilitative Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in the County or Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida.

G. Neither party shall be liable to the other nor deemed in default under this Contract if

and to the extent that such party's performance under this Contract is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Contract, the term "force majeure" means acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2024-2025 academic year. The BOARD, in its sole discretion, reserves the right to terminate this Contract if a force majeure event occurs, in which case, all services under this Contract shall cease as of the last day worked.

H. This Contract ratifies or modifies all other agreements between the Parties. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document.

I. Neither this Contract nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.

J. Each person signing this Contract individually warrants that he or she has full legal power to execute this Contract on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Contract.

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SIGNATURES ON NEXT PAGE



IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Karen Rose, Chair

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: May 29, 2024

**THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC.**

BY: Kristie Skoglund DATE: May 29, 2024  
PRINT NAME: Kristie Skoglund  
AS ITS: Chief Executive Officer





(APPENDIX B)



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
STUDENT SERVICES**

**1960 Landings Boulevard      Sarasota, Florida 34231**

**Phone (941) 927-9000      FAX (941) 361-6157**

**Contract Compliance Checklist**

Contracting School Or Agency: THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC.

The following documentation must be attached to the Contract Compliance Checklist and returned with the fiscal contract authorizing reimbursement. No reimbursement can be made under this Contract until all items specified on the Contract Compliance Checklist are received by the Department Student Services at the address above.

1. \_\_\_\_\_ Certification that each staff member working hereunder has been level II fingerprinted and background checked with satisfactory results as provided in Sections 1012.32 and 1012.465 Florida Statutes, pursuant to the Contract.
2. \_\_\_\_\_ A copy of the school or agency certificate of insurance in the amounts specified in the Contract, naming the School Board of Sarasota County as co-insured.
3. \_\_\_\_\_ A copy of the Staff Appointment Verification Form confirming the appointment of each mental health provider
4. \_\_\_\_\_ A copy of the DOE Information Data Base Requirements form on each employee involved with students.
5. \_\_\_\_\_
6. \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For School Board Use

Contract Compliance Checklist Complete    \_\_\_ Yes    No \_\_\_

If no, date and method of notification to school or agency regarding needed information.

\_\_\_\_\_

\_\_\_\_\_  
Signature of Executive Director of Student Services or Designee

\_\_\_\_\_  
Date

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
STUDENT SERVICES  
1960 Landings Boulevard Sarasota, Florida 34231  
Phone (941) 927-9000 Fax (941) 361-6157

DOE INFORMATION DATA BASE REQUIREMENTS

THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Sex: \_\_\_\_\_ Telephone number \_\_\_\_\_ Certificate Number: \_\_\_\_\_

Degree: **(circle one)**

Child Development Associate (CDA) or CDA equivalent

Associate's

Bachelor's

Master's Name AND State of School Degree was earned at: \_\_\_\_\_

Specialist

Doctorate

Not applicable

**State:** \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Employee Date of Hire: \_\_\_\_\_

Job Title: \_\_\_\_\_ Employee D.O.B: \_\_\_\_\_

**Name of Cost Center working for** \_\_\_\_\_

Race of Employee **(two part question):**

1) Are they Hispanic or Latino      Y      N

2) **(circle as many as apply)** American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, or White.

Type of Employee: **(Please Circle One)**

Full Time Employee      Part Time Employee

Exempt From Public Records Law:      YES      NO

Employee's Address: \_\_\_\_\_ APT# \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail address \_\_\_\_\_

Is the Employee Paid:      Hourly      Daily      Salary **(circle one)**

Rate of Pay:      \$ \_\_\_\_\_

Frequency of Pay: (please circle one)      weekly      biweekly      monthly

Number of Days the Employee works in a year: \_\_\_\_\_

How many months a year does the Employee work? \_\_\_\_\_

**Evaluation:** (circle one) Needs improvement Not determined to be in need of improvement  
 Not a classroom teacher

**Identify each type of professional experience for instructional and instructional administrative employee (excluding substitute teachers). Put years of experience in space before each category.**

- \_\_\_\_\_ Service to the district in current job code assignment
- \_\_\_\_\_ Teaching in current district
- \_\_\_\_\_ Administration in education
- \_\_\_\_\_ Military Service
- \_\_\_\_\_ Teaching in Florida public schools
- \_\_\_\_\_ Teaching in Florida nonpublic schools
- \_\_\_\_\_ Teaching in out-of-state public schools
- \_\_\_\_\_ Teaching in out-of-state non-public schools

**Staff Fiscal Year Benefits**

Health/Hosp.	Life Insurance	Social Security	Retirement _____
Annuity Plan	Unemployment _____	Worker Comp _____	Cafeteria Plan
Other	Medicare _____	Cafeteria Adm.	

**Teacher Exit Interviews:** Date Left \_\_\_\_\_  
 Exp (years of professional experience for the teaching job "00" indicates employee in first year of assignment):  
 \_\_\_\_\_

**Separation reason (circle)**

- 1) Promotion/Transfer to a non-teaching position in the district
- 2) Probationary
- 3) Resignation; includes retirement
- 4) Reduction in force
- 5) Not re-appointed to position; contract expiration
- 6) Job abandonment and death
- 7) Performance; unsatisfactory job performance; failure to obtain adequate certification or certification expiration

**Voluntary Reasons**

- A) Inadequate salary
- B) Lack of opportunity for advancement
- C) Dissatisfaction with supervisor
- D) Dislike/unsuitability for assigned duties

**Future Plans**

- A) at a nonpublic school within the district
- B) within another district in Florida
- C) outside the State of Florida