

AGREEMENT

This Agreement is entered into by and between CAPA (Child Abuse Prevention Association), a 501(c)(3) organization, and Raytown C-2 School District ("District") (collectively, "the Parties").

WHEREAS, CAPA is a 501(c)(3) nonprofit community mental health organization that offers a range of programs and social services for individuals and families affected by mental illness or substance abuse, particularly those who have low income, no insurance, or who are under-insured;

WHEREAS, are alternative programs within the Raytown C-2 School District;

WHEREAS, an employee of CAPA will act as the Behavioral Health Professionals ("Behavioral Health Professionals") for purposes of implanting services set forth in this Agreement;

WHEREAS, the District is providing the Behavioral Health Professionals with District office space to conduct work that benefits District students and families in the Raytown C-2 School District; and

WHEREAS, the Parties desire to define their relationship and duties.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

1. **Effective Date.** This Agreement shall become effective upon execution by the Parties.
2. **Term and Renewal.** The term of this Agreement shall be from the Effective Date to June 30, 2022. Auto renew yearly unless, written withdraw is executed.
3. **District Authority.** The Parties agree that they intend to work collaboratively to assist students at the program who would benefit from the social and emotional services the Behavioral Health Professionals may provide. The Parties agree that the District retains at all times complete authority and control over the education and services provided to District students. Nothing in this Agreement shall be construed to grant CAPA or the Behavioral Health Professionals any such authority or control over the education of and services for any District students. The District is not responsible for payment of amounts incurred by families or students for the services provided by CAPA.
4. **Independent Contractor.** The Parties agree that their relationship under this Agreement shall be that of an independent contractor. The Parties agree that CAPA alone shall hire, employ, and assign the individual to serve as the Behavioral Health Professionals, subject to the District's review and approval of the selected individual. This Agreement shall not be construed as giving rise to an employer-employee relationship between the District and the Behavioral Health Professionals.

5. **Behavioral Health Professional's Qualifications.** CAPA agrees that the Behavioral Health Professionals shall meet or exceed the following qualifications:

- a. hold a Bachelor's degree in psychology, social work, or a comparable discipline, with a Master's degree preferred;
- b. pass a criminal background check as set forth in Board Policy GBEBBC;
- c. possess good character and strong ability to work with children and parents; and
- d. possess a valid Missouri driver's license and meet all criteria for transporting students as set forth in Board Policy EEA-API.

If at any time the District has concerns about the individual CAPA selects to serve as the Behavioral Health Professionals, the District shall communicate with CAPA and attempt to resolve such concerns collaboratively. The District retains at all times the authority to reject any individual to serve as the Behavioral Health Professionals and to suspend that individual's access to District property and information.

6. **Duties.** CAPA and the District agree that the services provided pursuant to this Agreement shall be in accordance with all professional and ethical standards and in compliance with all District Board of Education policies, and all applicable local, state, and federal laws and regulations. The Parties agree that the Behavioral Health Professionals shall follow District policies and CAPA policies and procedures at all times when working with or on behalf of District students under this Agreement. The Behavioral Health Professional's duties shall include the following:

- a. The CAPA Therapist will conduct counseling on site in Raytown District schools including individuals & groups. The sessions may be virtual or in person.
- b. The District is responsible for setting up a location for counseling where confidentiality can be maintained
- c. District employees will help identify potential students for Counseling services provided by CAPA
- d. CAPA will obtain parental permission for services and maintain all records pertaining to its policy and procedures.
- e. Provide Healthy Families Jackson County (HFJC) home-visiting services on location at the school when a student is either prenatal or has a infant/toddler.
- f. For HFJC participants, Assisting with setting up insurance for families;
- g. For HFJC participants, assisting families with finding and completing paperwork to access transportation and community resources;
- h. For HFJC participants, assisting families in setting up appointments with mental health professionals and other medical appointments as needed;

- i. Participating in staff meetings, as needed
 - j. Conducting small groups individually or in collaboration with school district counselors, focus facilitators, and behavior Response to Intervention ("RTI") team members;
 - k. Participating in Behavior Problem Solving Teams, Section 504 teams, and IEP teams;
 - l. Attend Nonviolent Crisis Prevention Institute trainings provided by the District
 - m. Assisting in identifying and setting up professional development for staff; and
 - n. Other related or comparable duties as directed by the Principal.
7. **Hours.** The Parties agree that, generally, the Behavioral Health Professionals shall be expected to maintain the same regular working hours as the District's certificated staff members; however, the Principal (or his or her designee) and the Behavioral Health Professionals may agree to adjust this schedule as appropriate to address the needs of the program's students.
8. **Use of District Property and Information.** The District and CAPA agree to the following with regard to the Behavioral Health Professional's access to District property and information:
- a. **Office.** The District shall provide the Behavioral Health Professionals office space at Raytown C-2 School District in a location designated by the District during the program's regular hours of operation, currently 7 a.m. to 3:00p.m. on weekdays.
 - b. **Technology.** CAPA shall furnish the Behavioral Health Professional's computer and any other technology necessary to conduct his or her duties. The District shall provide the Behavioral Health Professionals with a District email account.
 - c. **Phone.** The District shall provide the Behavioral Health Professionals with a dedicated landline phone and phone number at Raytown C-7 School District.
 - d. **Records.** The District shall permit the Behavioral Health Professionals to access the District's network with his or her computer and shall permit the Behavioral Health Professionals access to student information and records as necessary to conduct the Behavioral Health Professional's work, subject always to the sole discretion and instruction from the Principal or designee. The Behavioral Health Professionals shall only access student information and records pursuant to clear direction from the Principal or designee.
9. **Transportation.** The Behavioral Health Professionals shall provide transportation for students to medical, dental, vision, counseling, and other comparable appointments only where such

student's parent or legal guardian has executed the Authorization attached hereto as **Exhibit A**; and the Behavioral Health Professionals shall provide transportation only to such particular appointments as authorized by the parent or legal guardian. In providing such transportation, the Behavioral Health Professionals shall follow all requirements set forth in **Exhibit A**, Board Policy EEA-API, including providing required documentation evidencing proper licensure and insurance.

10. **Summer School.** The Parties recognize that the program's students may participate in the District's summer school program, which may be housed in a different building than Raytown C-7 School District. Under such circumstances, where the District and CAPA agree that particular students from Raytown C-7 School District who are enrolled in summer school would benefit from the Behavioral Health Professional's service during summer school, the Behavioral Health Professionals shall work with the Principal to establish the Behavioral Health Professionals' working hours and scope of responsibilities during summer school. If the Principal is not the principal for the summer school program, the Principal shall coordinate the Behavioral Health Professional's activities during summer school with the summer school principal prior to the end of the regular school year.
11. **FERPA.** The Parties recognize that the District maintains and the Behavioral Health Professionals may at times access highly sensitive, private, and confidential student information and student records. The Behavioral Health Professionals shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.* ("FERPA") regarding such access. The Behavioral Health Professionals agrees not to re-disclose, without written consent from a student's parent or guardian, any "protected information," as that term is defined by FERPA, which the Behavioral Health Professionals learns or ascertains from the Behavioral Health Professionals work under this Agreement. For purposes of this Agreement, CAPA and its employees working within the District shall be considered "School Officials" as defined by FERPA.

The Parties acknowledge that as a healthcare provider, CAPA and its employees must comply with the privacy and security regulations of the Health Insurance Portability and Accountability Act ("HIPAA") and all other federal and state laws and regulations regarding the confidentiality of protected health information. The parties agree and understand that HIPAA compliant authorization must be obtained from the parent/legal guardian of the student prior to CAPA or any of its employees releasing any protected health information to the District or its employees.

12. **Secular Purpose.** CAPA acknowledges that the services outlined in this Agreement have the purpose of providing emotional and social support for students in the secular public school environment. CAPA affirms that the Behavioral Health Professionals shall not direct District students to services or provide services that are religious in nature.
13. **Communications.** The Parties shall provide notices and other communications to the following designated individuals:

Dr. Brian Huff
Associate Superintendent of Schools Raytown School District

6608 Raytown Road
 Raytown, MO 64133
 Phone: 816.268.7000

Rochelle Parker
 Executive Director
 503 East 23rd Street
 Independence, Missouri 64055
 Phone: 816.252.8388

14. **Indemnification.** CAPA shall indemnify and hold harmless the District and its Board of Education (including both current and past members of the Board), its officers, agents, attorneys, employees, successors, and assigns (collectively, the "Indemnified Parties") from and against all losses, liabilities, judgments, claims, causes of action, litigation, proceedings, actions, or investigations (including any fees or costs of legal counsel incurred in connection therewith) incurred or suffered by the Indemnified Parties in any way, directly or indirectly, which arise out of, relate to, or result from any act or omission of CAPA under this Agreement. Indemnification of the Indemnified Parties under this Section shall survive the termination of this Agreement. Any insurance purchased or maintained by CAPA or by District shall not act as a waiver, nor shall it be a waiver of any immunity defenses available to District and its employees by statute or at common law.
15. **Insurance.**
- a. **Required Insurance Policies and Minimum Coverage Limits.** Without limiting the liabilities or indemnification obligations of CAPA, CAPA will, at its own cost and expense, provide and maintain during the term of this Agreement, such minimum insurance as will cover the obligations and liabilities of CAPA which may arise under this Agreement. The insurance coverage will be from a company, or companies, having an A.M. Best's rating of A-VII or better and a license to do business in Missouri, and in amounts not less than those specified below:
- i. Workers' Compensation Insurance if, and to the extent, required by applicable law.
 - ii. Commercial General Liability (including Auto Liability): \$1,000,000 combined single limit per occurrence, covering personal injury, bodily injury, sickness or death, and loss or damage to property and professional liability/errors and omissions coverage.
 - iii. Excess/Umbrella Liability: \$1,000,000 each occurrence.
- b. **Additional Requirements.** The policies listed in clauses (a)(ii) and (a)(iii) above will be written on an occurrence form basis and will be endorsed to provide that the District and its Board of Education (including both current and past members of the Board), its officers, agents, attorneys, employees, successors, and assigns will be included as

additional insured individuals on such policies. Prior to commencement of services under this Agreement (and at such other times upon the request of the District), CAPA will furnish to the District certificates from its insurance company certifying to the existence of the aforementioned policies. Such certificates will provide that the District will be notified of any cancellation or change in any policy at least thirty (30) days in advance of such cancellation or change. CAPA will require its subcontractors and agents, if any, to comply with the insurance requirements under this Agreement.

16. **Termination.** Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party.
17. **Assignment.** CAPA may not assign its rights or obligations under this Agreement without prior written consent of the District.
18. **Entire Agreement.** This Agreement supersedes any prior agreements or memorandums of understanding between the Parties regarding the subject matter of this Agreement. The Parties agree that this document embodies the entire terms and conditions of the Agreement described herein, that all words, phrases, sentences, paragraphs, including the recitals hereto, are material to the execution hereof.
19. **Execution in Counterparts.** The Parties agree that this Agreement may be signed in identical counterparts and/or facsimile and that all executed copies, whether signed in counterparts, facsimile or otherwise, are duplicate originals, and are equally admissible as evidence.
20. **Right to Consult Counsel.** The Parties understand that this Agreement is legally binding. The Parties acknowledge that each has had the opportunity to consult with an attorney of its choosing before signing this Agreement.
21. **Dispute Resolution.** It is the intent of CAPA and the District that any disputes should be handled internally between the parties at the level they arise by mutual, respectful, and honest communication. The parties agree that if either party is unable to resolve concerns or problems regarding contract performance of the terms of this Agreement, they will first attempt mediation to resolve the dispute. The parties consent to the personal jurisdiction of the federal and/or state courts of Missouri for the purpose of any action arising under this agreement and agree that venue will be proper anywhere in Jackson County, Missouri. In the event that either party to this Agreement shall have to enforce its rights under Agreement in a court of law, the non-breaching or prevailing party shall be entitled to recover its court costs and attorneys' fees from the breaching or non-prevailing party.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by duly authorized representatives.

RAYTOWN C-2 SCHOOL DISTRICT

CAPA





Dr. Brian Huff
Associate Superintendent C&I

10/21/21 _____
Date

Rochelle Parker
Executive Director CAPA

10/22/2021
Date

Exhibit A
Transportation Authorization Form

I, _____, parent or legal guardian of _____ (Student), a student at _____ (school or program), hereby give permission to _____ (CAPA Behavioral Health Professionals) to transport the Student in the CAPA Behavioral Health Professional's personal vehicle during the _____ school year for the following events (check all that apply):

_____ Medical appointment(s) on _____ (list dates)

_____ Dental appointment(s) on _____ (list dates)

_____ Vision appointment(s) on _____ (list dates)

_____ Counseling appointment(s) on _____ (list dates)

_____ Other - please specify _____

I understand that the CAPA Behavioral Health Professional is not a District employee. By signing this form, I hereby release the District from any and all claims, causes of action, litigation, suits, proceedings, actions, or investigations that may arise from the CAPA Behavioral Health Professional's custody and control of the Student during the transportation that I have authorized herein.

I understand that I may revoke this authorization at any time by providing written notice to the Raytown C-7 School District Superintendent.

Parent/guardian printed name

Parent/guardian signature

Date