

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
And
J&J SHINE CORP D.B.A. THERAPEUTIC INTERVENTIONS
(Mental Health Services)**

This Agreement is entered into this 17th day of April 2018, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "The Board" and J&J SHINE CORP D.B.A. THERAPEUTIC INTERVENTIONS., hereinafter referred to as "J&J", for the purpose of providing prevention services for Sarasota County district children who also access care at J&J Shine Corp d.b.a. Therapeutic Interventions. The Board and J&J agree as follows:

"J&J Shine Corp d.b.a. Therapeutic Interventions" (J&J) is a MENTAL HEALTH PRIVATE PRACTICE that provides individual/group therapy for at-risk youths and their families in Sarasota and Manatee County. J&J services are provided at mutually agreed upon school locations, home and at the J&J office located at 8051 North Tamiami Trail, Suite E2, Box 37 Sarasota, Florida 34243. Hour of Service: Monday thru Friday 8:00 Am till 8:00 Pm, and Saturday 10:00 Am to 12:00Pm.

J&J SHINE CORP D.B.A. THEURAPEUTIC INTERVENTIONS AGREES:

- A. To provide counseling, therapy and support to children and families eligible to receive services through J&J through cognitive behavior therapy, talk therapy and other therapeutic activities.
- B. To assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. J&J will furnish the results of all background checks to The Board before any of its volunteers, employees or agents will be permitted on school grounds while students are present. J&J will further immediately furnish to The Board any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. J&J will bear the cost of the fingerprinting/background checks. 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. Like other visitors to school grounds, J&J volunteers, employees or agents will also be subject to RAPTOR screening on school campuses. Additionally, any mentor must sign in and out of PALS count each time they are on campus to mentor.
- C. It shall provide appropriate supervision and evaluation of the clinical staff.
- D. It shall provide general and professional liability insurance covering all aspects of this Agreement with limits no less than \$500,000.00 per occurrence, naming The Board as an additional insured. As evidence of such insurance coverage, J&J Shine Corp d.b.a. Therapeutic Interventions shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement.

- E. It shall hold harmless, indemnify, and defend The Board, its agents, servants, and employees in their official and individual capacities, from any demand, claims, suit, loss, cost, expenses, 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 or any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which The Board may be entitled.

THE BOARD AGREES:

- A. To facilitate access to school faculty at those locations where services are provided for an overview of the program, its eligibility criteria and referral process.
- B. To facilitate access to school records where parental consent has been given and verification of such consent has been provided to the school.
- C. To provide an appropriate space for J&J Shine Corp d.b.a. Therapeutic Interventions at any school location where Mental Health services are provided by said J&J.

BOTH PARTIES AGREE:

- A. J&J Shine Corp d.b.a. Therapeutic Interventions is an independent service provider and neither it nor any of the supervisors, employees, aides or any other persons used by J&J in the Mental Health Counseling program shall be deemed an employee, servant, or agent of the Board while serving or participating in the provision of the Mental Health program.
- B. Any alterations, variations, modifications or waivers of this Agreement shall be agreed in writing by both parties. The Board and J&J Shine Corp d.b.a. Therapeutic Interventions agree to amend this Agreement to comply with any modifications to the requirements of applicable federal or state laws or regulations.
- C. The term of this Agreement shall be from April 17, 2018, to June 30, 2019, unless terminated at an earlier date by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice.
- D. Any notice given pursuant to this Agreement shall be made to J&J Shine Corp d.b.a. Therapeutic Interventions., 8051 North Tamiami Trail, Suite E2, Box 37 Sarasota, Florida 34243 to the attention of the Provider or to The Board at 1960 Landings Blvd., Sarasota, Florida 34231, to the attention of the Supervisor of Student Services.
- E. No monetary reimbursement between the parties is associated with this Agreement.

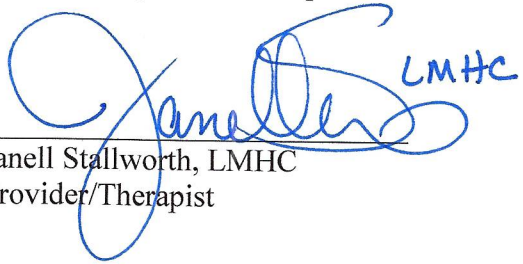
- F. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- G. This Agreement represents the entire agreement between the parties, and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

IN WITNESS, WHEREOF, THE BOARD and J&J SHINE CORP D.B.A. THERAPEUTIC INTERVENTIONS have executed this Agreement as of the date first above written.

J&J Shine Corp d.b.a. Therapeutic Interventions

The School Board of
Sarasota County, Florida

By


Janell Stallworth, LMHC
Provider/Therapist

By

Bridget Ziegler, Chair

Approved for Legal Content
April 2, 2018, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH