

**BALTIMORE COUNTY BOARD OF EDUCATION
AND**

**IN-SCHOOL COMMUNITY PARTNERSHIPS FOR
MENTAL OF PHYSICAL HEALTH SERVICES: COOPERATIVE AGREEMENT**

This agreement made this _____ day of _____, 20____ by and between the Baltimore County Board of Education (hereinafter referred to as the “school”) and _____ (hereinafter referred to as the “Agency”) for services at _____ School and which shall govern the use of the school’s facilities by the agency’s employees (hereinafter referred to as “practitioners”) in the agency’s plans to provide service (hereinafter called the “program”) to students or staff in the Baltimore County Public Schools.

WHEREAS, it is to the mutual benefit of the school and the agency to cooperate in a program using the school’s facilities, and

WHEREAS, it is in the best interests of the parties hereto to plan jointly for the organization, administration, and operation of the program,

NOW, THEREFORE, in consideration of the promises and the mutual agreements hereinafter set forth, it is agreed as follows:

ARTICLE I: AGENCY RESPONSIBILITIES

- A. The agency shall provide the school with a proposed number of clients and the practitioners’ work schedule at least ten (10) days prior to the first scheduled experience. The school shall have final approval of the scheduling of the program or service and any changes in scheduling.
- B. The agency will fingerprint and do a child care background check on all practitioners. This information will be on file with the agency to verify that there are no convictions for misdemeanors or felonies.
- C. Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to a fine not exceeding \$5,000 or both.” If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of Maryland, is employed by the Agency, the Agency is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property. Violation of this provision will result in immediate termination of this agreement.

Additionally, in accordance with Md. Code Ann., Education Article §6-113(b), the Agency will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in §6-113.

- D. To comply with current Occupational Safety and Health Administration regulations, each practitioner will be required to attend an annual training program on blood borne pathogens. No practitioner will be allowed into a school’s facility until the training program has been completed.

- E. Supervision of practitioners, and the amount of time needed, shall be provided by the Agency and shall be agreed upon before each practitioner is assigned.
- F. During the term of this Agreement, the agency and their practitioners shall maintain program approval granted it by Maryland and accreditation granted by the national or state licensing bureau. Should the agency or practitioner lose the accreditation or any of the above, or should its accreditation change in any way, it shall immediately notify the school.
- G. The Agency and practitioners in the program shall be required to carry professional liability insurance protection in the minimum amount of one million dollars (\$1,000,000). This policy shall cover practitioners for their acts, failures to act, or negligence arising out of, or caused by, the activities which are the subject of this agreement. The agency shall provide the school with certificates of insurance for each practitioner. This insurance requirement is a condition precedent to admission to the school's facilities and to the school's obligations under this agreement. Lapse of coverage of any practitioner shall immediately terminate that individual's right to continued participation in the program. Records sustaining same shall be available to the agency for review by the school's authorized personnel.
- H. The agency, its employees, and practitioners are responsible to report any suspected incidents of child abuse or neglect to the appropriate Department of Social Services. The Annotated Code of Maryland, Family Law Article, Section 5-708, and Courts and Judicial Proceedings, Section 5-620, provide immunity from any civil liability or criminal penalty to any person who, in good faith, participates in the making of a report or the investigation of child abuse or neglect, or in any judicial proceedings. Child abuse is defined as the physical or mental injury of a child (under age 18) by a permanent or temporary caregiver. Neglect is defined as the failure to give a child proper care and attention that places the child at substantial risk or harm or mental injury. The school administrator must also be made aware of any reports of child abuse or neglect that occur on school property.
- I. Sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964, as amended: Title 20 of the State Government Article of the Annotated Code of Maryland, Article 29 of the Baltimore County Code, and Board Policy and Superintendent's Rule 4102. The agency must agree to abide by all of the regulations and requirements therein.

ARTICLE II: SCHOOL RESPONSIBILITIES

- A. The maximum number of practitioners assigned to the school during any period of time shall be established by mutual agreement and determined by facilities for subjects and the adequacy, extent, and variety of problems available for the program.
- B. The instructional period shall be based on academic semesters or an equivalent period of time and will conform to the agency's calendar as approved by the school.
- C. All practitioners and school staff shall participate in an orientation program on confidentiality as per FERPA (Family Educational Rights and Privacy Act) at the school as a prerequisite to participating in a program. The agency's supervisor shall be responsible for providing the practitioners' orientation.
- D. Practitioners shall abide by all school policies and rules and standards of conduct, including professional decorum, religious and ethical standards, ensuring students' rights to confidentiality, and the school's interpretation of those policies, rules, and standards.

- E. Where areas of differences exist or occur in policies, rules, or questions of practices, the school’s policies or standards shall prevail, and such conflict shall be referred to the Department of Student Support Services.
- F. 1) It is hereby stipulated and agreed between the school and the agency that, with respect to any claim or action arising out of any services performed under or pursuant to this agreement, each entity shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or omissions of its own agents, officers, and employees. The agency agrees to indemnify and hold harmless the school, its agents, officers, and employees against any claims, actions, and/or suits arising out of any services performed under or pursuant to this agreement. The agency retains the right to defend any such claims, actions and/or suits at its option, and to approve any proposed settlements. The school agrees to notify the agency in writing by registered mail (return receipt requested), of any such claims, actions, and/or suits.
- 2) In any action or claim arising out of any services performed under or pursuant to this agreement, the agency shall assume the defense of itself, its own officers, agents, or employees.
- 3) In any action or claim arising out of any services performed under or pursuant to this agreement, the school may assume the defense of itself, its own officers, agents, or employees, but the agency will indemnify and hold harmless the school.
- 4) The agency warrants that practitioners are insured with malpractice coverage.
- 5) The parties hereto agree to conduct an evaluation conference with the agency at the conclusion of each year or program period.
- G. This agreement may be terminated by either party by giving written notice of such intent to the other party, by registered mail to the principal of the school or agency administrator, at least thirty (30) days prior to such termination. The parties shall agree that they waive any and all damages, costs and/or profits/loss as a result of, or effect of, any termination.
- H. THIS AGREEMENT shall be in force and effect from the date of approval by the Department of Student Support Services, and may be renewed annually upon completion of PS 115 form F1 with accompanying required documents.

AGENCY SIGNATURES

Agency Name:

Agency Representative Name:

Agency Representative Signature:

Date:

BALTIMORE COUNTY PUBLIC SCHOOLS SIGNATURES

School Name:

Principal Signature:

Date:

Director, Department of Student Support Services Signature:

Date: