

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – October 10, 2017

PURCHASING SOLICITATION

RFQ # 13-Q-078-CJ Family Counseling Center

Bid Assignment – Name Change

<input type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input type="checkbox"/> (PB) Piggyback
<input type="checkbox"/> (RFP) Request For Proposal	<input checked="" type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input type="checkbox"/> (SS) Sole Source		

REQUESTOR: Student Services

Legal Review: Yes No

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Family Counseling Center of Brevard, Inc. to be changed to Space Coast Health Foundation	N/A	Mental Health Service, Substance Abuse Services and Case Management/Counseling
Total	N/A	

<input type="checkbox"/> Contract Renewal	New Contract Amount	N/A
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input checked="" type="checkbox"/> Bid Assignment	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Family Counseling Center (FCC) will be joining the Space Coast Health Foundation (SCHF) through an Asset Purchase Agreement. The agreement will allow the foundation staff to assist FCC with managing the administration and business aspects of the counseling service, especially at a time when dollars for behavioral health services are scarce. The transition will take place September 29, 2017 and the FCC team will become employees of SCHF and the name of FCC will change to Lifetime Counseling Center (LCC). SCHF will manage the administrative and financial work at this time allowing LCC to focus on the clinical services.

CONTRACT TERM:

The bid assignment shall be effective September 29, 2017 and continue until June 23, 2018.

RECOMMENDATION:

It is the recommendation of Dr. Elizabeth Thedy, Assistant Superintendent of Student Services, to approve the attached assignment agreement with Family Counseling Center of Brevard, Inc. and Space Coast Health Foundation.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (11) (a)



Family Counseling Center
505 Brevard Avenue, Suite 106 | Cocoa, FL 32922

August 30, 2017

Dr. Desmond Blackburn
Superintendent
Brevard County Public Schools
2700 Judge Fran Jamieson Way
Viera, FL 32940



Re: Change in ownership of Family Counseling Center

Dear Dr. Blackburn,

Family Counseling Center (FCC), a behavioral health counseling service, is a long-time service provider for Brevard Public Schools. Because of this partnership, we wanted to share with you that Family Counseling Center, through an Asset Purchase Agreement, is joining the Space Coast Health Foundation (SCHF). The asset purchase will allow the foundation staff to assist FCC with managing the administration and business aspects of the counseling service, especially at a time when dollars for behavioral health services are scarce.

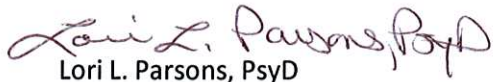
At the transition, set to take place September 29, 2017, Family Counseling Center's clinical team will become employees of Space Coast Health Foundation and the name of the Center will change to Lifetime Counseling Center. The Foundation will manage the administrative and financial work, allowing the Center staff to focus their time on continuing to provide outstanding clinical services. Dr. Lori Parsons will remain the Director of the program.

In addition to sharing our good news, this letter is our request for your consent to the assignment of the below referenced Agreements between FCC and Brevard Public Schools, with the understanding that it will be effective upon the closing of the sale of assets to SCHF occurs on or about September 29, 2017.

Request for Qualifications	RFQ #13-Q-078-CJ
National Institute of Justice Grant	SSA #15-438-AL
IDEA Agreement	SSA #17-640-SH

We are excited about this new relationship and hope you will join us as we seek ways to enhance behavioral health services for the Brevard community. Please feel free to contact either of us with any questions.

Warmest Regards,



Lori L. Parsons, PsyD

President/CEO

Family Counseling Center

321-632-5792



Johnette Gindling

Executive Director

Space Coast Health Foundation

321-698-6362

Cc: Paula Ferrell



ASSIGNMENT AGREEMENT

By and Between

The School Board of Brevard County, Florida

And

Family Counseling Center of Brevard, Inc.

And

Space Coast Health Foundation

THIS ASSIGNMENT AGREEMENT (“Assignment”) is made by and between Family Counseling Center of Brevard, Inc., having its principal office located at 505 Brevard Avenue, Suite 106, Rockledge, FL 32955 (hereinafter referred to as the “Assignor”) and Space Coast Health Foundation, having its principal office located at 6905 North Wickham Road #301, Melbourne, FL 32940 (hereinafter referred to as the “Assignee”) and duly accepted by The School Board of Brevard County, Florida, a political subdivision of the State of Florida, with its principal office located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the “SBBC”) as evidenced by the signatures affixed below.

WHEREAS, the Assignor entered into an Agreement with SBBC on the 23rd day of July, 2013, with said services competitively solicited under RFQ # 13-Q-078-CJ – Mental Health, Substance Abuse, and/or Case Management;

WHEREAS, said Agreement was extended on the 23rd day of July, 2016;

WHEREAS, the Agreement has an expiration date of July 23, 2018, and may be extended as permitted therein;

WHEREAS, the Assignor entered into an Agreement with SBBC on the 1st day of April, 2015, with said services under SSA # 15-438-AL – National Institute of Justice Grant;

WHEREAS, said Agreement was extended on the 23rd day of May, 2017

WHEREAS, the Agreement has an expiration date of June 30, 2018, and may be extended as permitted therein;

WHEREAS, the Assignor entered into an Agreement with SBBC on the 18th day of May, 2017, with said services under SSA # 17-640-SH – IDEA Agreement;

WHEREAS, the Agreement has an expiration date of June 30, 2018, and may be extended as permitted therein;

WHEREAS, the Assignor desires to assign all of its rights and obligations under said Agreement and any subsequent modifications (collectively hereinafter "Agreement", a copy of which is incorporated herein) to the Assignee; and

WHEREAS, pursuant to the provisions contained in the Agreement, an assignment of same requires the approval by SBBC.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor does hereby delegate all its obligations, responsibilities, and duties and does hereby grant, pledge, assign, and transfer any and all of its rights, title, and interest in and to the above referenced Agreement to the Assignee.
2. The Assignee hereby accepts the assignment of all the Assignor's obligations, responsibilities, and duties as well as all of Assignor's rights, title, and interest in and to the Agreement.
3. The Assignor agrees to remain jointly and severally liable for all work performed on behalf of SBBC on or prior to September 29, 2017.
4. Notwithstanding the foregoing, the Assignor agrees to defend and indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignor's performance prior to the assignment of the Agreement and resulting from the Assignee's performance after the assignment of the Agreement, provided however, that after the assignment of the Agreement SBBC shall first look to the Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from the Assignee's performance.
5. The Assignee agrees to indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignee's performance after the assignment of the Agreement.
6. SBBC, in executing its consent to this Assignment, does not release the Assignor from any claims or remedies it may have against the Assignor under the Agreement.
7. It is declared to be the intent of the parties hereto that if any section, sentence, clause, phrase, or portion of this Assignment is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
8. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules, and/or regulations. The venue for any and all litigation arising under this Assignment shall lie in Brevard County, Florida.

9. The Assignor and the Assignee hereby represent that they have not entered into any other agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Assignment is hereby made effective this 29th day of September, 2017.

**Family Counseling Center of Brevard, Inc.
ASSIGNOR**

By: _____

Print: Lori L. Parsons, PsyD

Title: President/CEO

**Space Coast Health Foundation
ASSIGNEE**

By: _____

Print: Johnette Gindling

Title: Executive Director

THIS ASSIGNMENT is hereby accepted by The School Board of Brevard County, Florida, this ____ day of _____, 20__.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____

Misty Belford, Chairperson

ATTEST:

By: _____

Desmond K. Blackburn, Ph.D., Superintendent