

**THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
CURRICULUM AND INSTRUCTION
SCHOOL BOARD AGENDA EXECUTIVE SUMMARY**

Item Number: V.b.1. E.1.

TITLE

Cooperative Agreement Between Lakeview Center, Inc. and the School Board of Escambia County, Florida

SUBMITTED BY:

Teri Szafran, Director, Exceptional Student Education

PERIOD OF GRANT/CONTRACT/REQUEST

July 1, 2014 - June 20, 2015

FUNDING SOURCE

1110/0800/5236 (IDEA)

PROJECT COORDINATOR AND DEPARTMENT

Teri Szafran, Director, Exceptional Student Education

**AMOUNT OF FUNDING REQUEST - Is amount more, less or same as last year?
(Explain differences at end of Purpose section if additional space is required)**

\$100,000 - 1110 Less

\$360,780 - 0800; \$500,440 - 5236 (IDEA)

TOTAL PROJECT - Is the amount more, less or same as last year?

\$961,220 Less

PURPOSE

The purpose of this agreement is to provide mental health services as outlined for Exceptional Student Education (ESE) and General Education students by Lakeview Center, Inc. This agreement includes overlay and outpatient counseling and day support services at the Lakeview campus. Additionally, the document outlines services to students participating in the Drug and Alcohol Residential Treatment program (DAART) and hospitalized at The Meridian pediatric psychiatric treatment facility. The reduction in cost associated with this agreement is due to discontinuing contracted behavior technician services from Lakeview.

IMPLEMENTATION PLAN

The following services will be provided:

1. Educational services to students with emotional/behavioral disabilities;
2. Outpatient counseling for ESE students; and
3. Educationally appropriate programs for school-age clients in the Drug and Alcohol Residential Treatment program and at The Meridian

PARTICIPATING SCHOOLS/AGENCIES

All Escambia County Schools
Lakeview Center, Inc.

ACTION REQUIRED

Board Approval

STRATEGIC ALIGNMENT - Include number and definition of Pillar, Goal and Measurable Objective.

PILLAR: Quality

GOAL: Q.1: To increase rigor at all levels

MEASURABLE OBJECTIVE:

Q.1.1: Increase the percentage of students making a LG in reading and/or mathematics as measured by state mandated tests

DIRECTOR



DATE

5/30/14

ASSISTANT SUPERINTENDENT



DATE

5/29/14

DATE OF BOARD APPROVAL

COOPERATIVE AGREEMENT
BETWEEN
LAKEVIEW CENTER, INC.
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is entered into the 24th of June, 2014 by and between THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, hereinafter "School Board" or "School District" and LAKEVIEW CENTER, INC., hereinafter "The Center".

I. INTRODUCTION

WHEREAS, the School Board of Escambia County, Florida is committed to providing educationally related services and programs for the benefit of Escambia County school children and their parents; and

WHEREAS, the Lakeview Center, Inc., a private non-profit corporation located in Pensacola, Florida, is committed to providing a broad range of evaluation, counseling and therapeutic services to children and adults to Escambia County, Florida; and

WHEREAS, it is widely recognized that emotional, behavioral and social adjustment problems of children often seriously interfere with their ability to profit from their educational experience and assume a fully responsible role in the community; and

WHEREAS, The Center is approved by the School Board of Escambia County, Florida to provide a special program of education or training for emotionally/behaviorally disabled students; and

WHEREAS, the School Board of Escambia County, Florida believes that The Center can meet the educational and training needs of the students as outlined in the individual educational plan and as evidenced by The Center's approval under Rule 6A-6.0361(4)(a), F.A.C.,

THEREFORE, it is through mutual agreement between the School Board of Escambia County, Florida and Lakeview Center, Inc. that there be a close coordination between the School District schools and The Center to achieve the following objectives:

- A. To assure effective communication between personnel of the School District and The Center to insure coordination, prevent overlap of services and facilitate the receipt of needed services on behalf of a child or family;
- B. To enable The Center to provide a broad range of child and family services to Escambia County citizens utilizing well-trained professionals in mental health fields;
- C. To enable professional staff in the School District to obtain for children and their families those desired services listed in the Schedule of Services in the attached Appendix; and
- D. To make possible mental health consultation services to school professional staff members in regard to children experiencing serious developmental, learning or behavior problems in school settings.

II. RESPONSIBILITIES OF PARTIES

The responsibilities of each party to the Agreement are outlined as follows:

A. The Center shall be responsible for:

1. providing services on an approved referral basis according to established operating procedures as mutually agreed upon by The Center and the School District;
2. providing properly maintained classroom space, secured seclusion rooms, group and individual therapy rooms and common areas such as cafeteria and lobby spaces for space assigned to the School District for the School Day Support Program (also known as the Lakeview School);
3. providing timely repairs for all facilities at School Day Support in order to conform with the Florida State Fire Marshall Code, inclusive of and especially for the secured seclusion rooms;
4. providing access to records pertaining to program participants that would assist in planning appropriate educational programs ensuring compliance with all rules required by the Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) upon parental consent in accordance with The Center's policy for release of information;
5. attending meetings scheduled by the School District for student clients, when appropriate;
6. following the established School District calendar as adopted by the School Board for services provided by The Center's personnel;
7. supporting participation of students in school programs who reside in either the Drug and Alcohol Adolescent Residential Treatment (DAART) or The Meridian;
8. complying with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974 and Section 504 of the Rehabilitation Act of 1973; and
9. requiring a Level 2 Screening of all employees who will have contact with students in accordance with Section 1012.465, F.S. prior to provision of any services under this contract. The cost of this screening will be borne by The Center or its individual employee.

B. The School Board of Escambia County, Florida shall be responsible for:

1. providing The Center with necessary background information (classroom observations, evaluations, etc.) regarding students being referred to The Center in compliance with all rules required by the Family Educational Rights and Privacy Act (FERPA);
2. adhering to the Center's rules/policies concerning client confidentiality;
3. adhering to policies and procedures established in regard to use of restraint and secure seclusion according to both the Florida Department of Education and The Center recognizing efforts of both agencies to reduce utilization of either;
4. providing Crisis Prevention Institute (CPI) training to School District personnel; and
5. adhering to collaboratively developed protocol and procedures related to contacting law enforcement in regard to student incidents.

III. SCHOOL DAY SUPPORT (LAKEVIEW SCHOOL)

In an effort to meet the needs of students whose individual education plan (IEP) team has recommended a special day treatment setting for school services, The Center and the School District agree to the following provisions.

- A. The School District will refer students for placement at School Day Support who meet the following criteria:
 - 1. are residents of Escambia County, Florida or are admitted to The Meridian and are currently enrolled or have shown intent to enroll in the School District of Escambia County, Florida;
 - 2. have been determined to meet eligibility for and been placed in a program for Exceptional Student Education (ESE) according to state statutes and all pertinent state and school board rules; and
 - 3. have an individual education plan (IEP) which indicates the recommendation for placement at The Center in order to provide a therapeutic environment to address significant emotional/behavioral needs or require placement in the Navigator Program for elementary ESE students requiring an alternative placement due to significant behavioral needs.
- B. Certified classroom teachers, teacher assistants, related services personnel and support staff shall be assigned to School Day Support and supervised by the School District. The District will ensure regular attendance of staff or secure substitutes as needed.
- C. Usual and necessary classroom supplies, such as textbooks, materials and equipment, which support the classroom in the School Day Support program will be provided by the School District.
- D. Transportation to/from School Day Support will be the responsibility of the School District.
- E. Student meals will be provided by the School District through the federal lunch program.
- F. It is understood by The Center and the School District that students' participation in School Day Support will terminate upon graduation, recommendation by the IEP committee or by parent request to withdraw from services.
- G. The Center will adequately staff mental health counselors at School Day Support according to accepted professional practices in the mental health field.
- H. The Center will ensure that mental health counselors are in regular attendance and adhere to the school day schedule for start and end times so they are available to assist students in crisis as needed or conduct group and individual counseling sessions as scheduled.
- I. A summary evaluation of each student's progress shall be submitted to the School District by The Center at the end of the school year or upon a student's exit from the program, whichever occurs first.
- J. The Center shall maintain capacity for enrollment of forty-two (42) students in the School Day Support Program inclusive of up to seven (7) students in the Navigator Program. In the event the census indicates need for additional resources, The Center and School District may meet to identify needed additional resources.

IV. DRUG AND ALCOHOL ADOLESCENT RESIDENTIAL TREATMENT (DAART) AND THE MERIDIAN

In order to meet the educational needs for students residing in The Center's programs which address substance abuse and mental health crisis requiring residential care, The Center and the School District agree to the following provisions:

- A. The School District will provide and supervise certified classroom teachers, teacher assistants and related services personnel, as appropriate, assigned to DAART and The Meridian.
- B. Usual and necessary classroom supplies, such as textbooks, materials, and equipment which support the classroom in DAART and The Meridian, will be provided by the School District.

V. SCHOOL OVERLAY COUNSELING SERVICES

In recognition of the need for referral of some students to counseling services provided on-site or available through out-patient referral, The Center and the School District agree to the following provisions:

- A. Both general education students and ESE students may be referred for overlay counseling services when mental health concerns and/or behavioral patterns indicate a need.
- B. School District personnel, specifically the Coordinator of Student Services and the Program Specialist for Emotional/Behavior Disabilities, will collaborate with The Center personnel regarding placement of on-site counselors based upon location of specialized ESE classroom services (i.e., clustered behavior classes) or history of high need for services at specific school sites.
- C. Referral procedures for on-site counseling or outpatient services will follow a standard protocol as agreed upon by School District and The Center personnel.
- D. It is understood that some students with disabilities may require on-going, long-term counseling services. It is further understood that other students may be adequately served by a limited number of counseling sessions.
- E. Procedures for overlay counseling services are defined as follows:
 - 1. The Center will ensure an intake within fourteen (14) days of parent contact, with outpatient services to begin with fourteen (14) days. Emergency referrals will be given first priority. Generally, but not necessarily, services will be provided by the school overlay counselors on site at the designated school.
 - 2. On-site overlay services may include:
 - a. Psycho-social evaluation
 - b. Individual counseling/therapy
 - c. Group counseling/therapy
 - d. Transition services
 - e. Follow-up/outreach
 - f. Consultation and education services
- F. An outpatient services referral (OSR) may be made for students.
 - 1. The Center will ensure an intake within fourteen (14) days of parent contact, with outpatient services to begin with fourteen (14) days. Emergency referrals will be given first priority. Generally, but not necessarily, services will be provided by the counselors at The Center facilities.

2. Upon referral, seven (7) sessions will be authorized for each client referred under the OSR for general education students. If considered clinically necessary, an additional seven (7) sessions may be requested.
3. Outpatient services may include:
 - a. Group counseling/therapy
 - b. Individual counseling/therapy
 - c. Medication management
 - d. Psychiatric evaluation
 - e. Psycho-social evaluation

VI. FUNDING ARRANGEMENTS

The School District and The Center, in recognition of the need for a comprehensive range of services to facilitate the instructional program agree to provide the following:

- A. The Center shall submit two (2) invoices to the School District by the tenth of each month following the month in which services are delivered. One (1) of the invoices will be directed to the Exceptional Student Education Department and one (1) to the Student Services Department based upon the referral for services rendered.
- B. The Center will provide detailed monthly invoices to the School District to include, at a minimum, the names of students who received overlay counseling services, type of counseling services provided, dates counseling services were provided and unit(s) of time for which overlay counseling services are being billed. Student attendance logs will not be considered sufficient documentation for billing of overlay counseling services. Incomplete documentation will result in invoices being held or returned until such documentation is provided.
- C. It is understood that overlay counseling services provided to ESE students attending School Day Support or residing at The Meridian are included in the monthly rate identified in the Appendix for School Day Support.
- D. The School District will make payment to the Center for students receiving services at School Day Support based upon the fee schedule in the Appendix and based upon a projected enrollment of forty-two (42) students inclusive of up to seven (7) students attending the Navigator class.
- E. The School District will make payment to The Center for extended school year (ESY) services in the amount of twenty-seven thousand three hundred sixteen dollars (\$27,316) subject to the availability of funds. The period of ESY will include four (4) four-day weeks in the month of July and serve up to twenty (20) students for a five (5) hour day.
- F. In recognition of the financial and staff support provided by the School District, The Center agrees that no fees will be charged to families of students officially referred to The Center programs under terms of this agreement by school professionals. However, it is permissible for The Center to request, but not to require, that parents who have a medical insurance plan, use the insurance to pay for services. Medical insurance payments will be accepted as payment in full for services provided by The Center. Additionally, the School District will be notified as part of the invoicing process which students' services have been billed to health insurance.

VII. GENERAL PROVISIONS

- A. Any dispute arising under this Agreement shall be submitted to the Chief Executive Officer of The Center and to the Superintendent or his designee of the School District for joint resolution. In the event the Chief Executive Officer and Superintendent are not able to agree upon a resolution, the matter shall be submitted to the School Board of Escambia County, Florida for final decision. In the event The Center is not satisfied by such decision of the School Board of Escambia County, Florida, The Center may appeal such decision pursuant to Section 120.68, F.S.; and
- B. The attached Addenda entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" and "ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" are hereby agreed to and incorporated herein by reference.

VIII. DISCLAIMER

For services provided by The Center to children attending the public schools within the School District of Escambia County, Florida not properly authorized by the designated school officials, the School District shall not be responsible for any fees or charges related to such service.

If, upon review of services being rendered under this Agreement, either party to the agreement deems it necessary to terminate the Agreement, sixty (60) days prior notice shall be given in writing. Payments to The Center would, in that circumstance, be prorated in accordance with the services which have been performed.

Written amendments to the Agreement shall be made through mutual consent only.

IN WITNESS WHEREOF, said parties have entered into this Agreement on the 24th day of June, 2014 to become effective July 1, 2014 through June 30, 2015.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
Linda Moultrie, Chair

ATTEST:

By: _____
Malcolm Thomas, Superintendent

LAKEVIEW CENTER, INC.

By: _____
Gary L. Bemby, CPA
President/CEO

APPROVED FOR LEGAL CONTENT
FOR June 20/14 AGENDA

MAY 28 2014

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

APPENDIX
SCHEDULE SERVICES AND RATES

I. SCHOOL DAY SUPPORT

Monthly rate charged for students attending School Day Support including the Navigator class is eight hundred fifty-nine dollars (\$859.00) inclusive of the following services associated only with the portion of the building housing School Day Support with acknowledgement that The Center reserves the right to make use of the space not included in the rate agreement:

- A. Salary and benefits for Counselors at School Day Support
- B. Cost of utilities
- C. Repairs and maintenance costs (to include janitorial services)
- D. Insurance costs
- E. Phone and telecommunications costs
- F. Indirect Costs associated with staffing of counselors

II. SERVICE RATES

The services identified in this attachment shall be reimbursed as indicated in the list below. Units for billing purposes are defined as hourly; however, billing shall accurately reflect services in fifteen (15) or thirty (30) minute increments if services are provided in less than one (1) hour sessions.

Consultation and Education	\$ 52.00 per hour
Follow-up/Outreach	\$ 73.00 per hour
Group Services	\$ 38.00 per hour
IEP Meeting	\$ 52.00 per hour
Individual Counseling/Therapy	\$ 81.00 per hour
Medicine Management	\$ 60.00 per hour
Psychiatric Evaluation	\$130.00 per hour
Psycho-social Evaluation	\$108.00 per hour
Transition Services	\$ 73.00 per hour

III. CONSULTATION AND EDUCATION

School Overlay Staff (SOS) provides many direct services to students that are not billable as traditional outpatient services. Additionally, school overlay staff are available to consult with teachers and various other school personnel regarding services that may be needed for a student. Examples of the types of activities which may be reflected as "consultation and education" for purposes of billing are as follows:

- A. Staffing new and potential clients with behavior coaches, deans, teachers, guidance counselors, etc.
- B. Classroom observations
- C. Crisis counseling for non-SOS students
- D. Review of school records on SOS clients or new referrals
- E. Completion of counseling logs for student records
- F. Meetings with families (not family therapy)
- G. Crisis de-escalation for students who require one-time emergency intervention

Consultation and education activities will be invoiced in hourly units.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with

which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:



Kevin T. Windham, CFE, Director
Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Initials of each

