Hardee County Public Schools School Board Agenda Analysis



9.04

Author(s): Teresa Hall

Director, Exceptional Student Education

Date:

July 9, 2015

Subject:

Agreement with Winter Haven Hospital, Inc. Center for Behavioral

Health and the School Board of Hardee County for the 2015-2016 school

year.

Background Information: The purpose of this Agreement is to provide specific mental health services for students with disabilities and their families in Hardee District Schools. Winter Haven Hospital, Behavioral Health Division will also provide training for staff and parents as requested by the Director of ESE.

Administrative Consideration (include F.S., Rule, Authority, etc.): Individuals with Disabilities Education Act (IDEA).

Fiscal Impact: The IDEA, Part B, Project provides the funds for this Agreement.

Director of Finance signature:

Proposed Recommendation to School Board:

The recommendation is to approve this Agreement between Winter Haven Hospital, Inc. Center for Behavioral Health and the School Board of Hardee County.

Action Agenda

Consent Agenda



BOARD ACTION

HSB 0113

7/9/15:

HARDEE DISTRICT SCHOOLS EXCEPTIONAL STUDENT EDUCATION DEPARTMENT 200 South Florida Avenue Wauchula, Florida 33873

This is a contractual agreement between the School Board of Hardee County, Florida (Board) and The Winter Haven Hospital, Inc. Center for Behavioral Health (Provider). This contract is for the period of July 1, 2015 to June 30, 2016, excluding Fall Holiday Break, Winter Holiday Break, and Spring Break.

A. Mental Health Consultation/Treatment Services

- 1. The Board will authorize the Director of Exceptional Student Education or designee to authorize the necessary mental health consultation/treatment for students with disabilities, parents of students with disabilities and identified high risk students.
- 2. The Provider will ensure the provision of mental health services to individual students with disabilities as requested by the Director of ESE and/or designee. These services will be provided on the student's school site during school hours when school is in session.
- 3. The Provider will provide up to eight hours of service per week which will include direct service to students, consultation with school staff and consultation with the legal guardian of the student receiving service. The Board shall make payment to the Provider for the mental health treatment services rendered as described above for total dollar amount not to exceed \$24,000.00. The Provider will not exceed the designated amounts annually.
- 4. Any travel reimbursement requests will be the responsibility of the Provider.
- 5. The counselor will be under the clinical supervision of The Winter Haven Hospital, Inc. Center for Behavioral Health Children's Services Program Director, and his/her assigned duties during the school year will be under the direction of the Director of Exceptional Student Education or designee.
- 6. The counselor's duties and responsibilities will include, but not be limited to the following:
 - Provision of individual and/or group therapy to students/parents.
 - Case Management will occur during contracted time when school is in session.
 - Consultation with school-based personnel and/or administration regarding student-specific behaviors, mental status and behavioral plans
 - Telephone contacts with parents/guardian and/or conferences at the student's school, if appropriate, at a minimum of once per grading period or more often as clinically indicated
 - Quarterly reports will be completed for each student on contact list, with a copy forwarded to the student's school and the ESE Department
 - Completion of documentation/paperwork as required by the Board

- 7. District ESE personnel will work collaboratively with The Winter Haven Hospital, Center for Behavioral Health Children's Services Program Director in developing the schedule and referral process. The initial assignment and reassignment of Provider staff shall be determined jointly between the Provider and Director of ESE and/or designee. The Provider will ensure that all mental health counselors will have a Master's degree in psychology or closely related discipline. Exceptions to Master's level counselors will be presented to the Director of ESE by Winter Haven Hospital for approval.
- 8. The Provider shall identify a staff member to be a primary contact for purposes of routine communication and coordination efforts between the Provider and the Exceptional Student Education Department's representative.
- 9. The Provider agrees to have mental health personnel sign in and out at each school visited and maintain a service log at the school site indicating students being served so that an accurate accounting of time is available for review. Time sheets, dates and names of students served, and the type of services (individual, group, parent education/consultation, staff consultation, and training) must be submitted monthly with request for payment.
- 10. All Provider counselors will be required to comply with requirements of the Jessica Lunsford Act.

B. Extended School Year

The Provider agrees to have a mental health counselor provide mental health consultation/treatment services, on an as needed basis, to students attending Extended School Year, as funds are available.

C. Exceptional Student Education Pre-Kindergarten Consultation Services

The Provider will provide consultative services to the Exceptional Student Education Pre-Kindergarten program as authorized by the Director of Exceptional Student Education or designee.

Dependent on the need identified by the Director of ESE and/or designee these services will include:

- 1. <u>Staff Training</u> (district and school based staff, not limited to Pre-K staff) Training Topics may include:
 - Normal and abnormal child development patterns and indicators
 - Mental health overview: diagnoses and treatment
 - Teaching skills regarding emotional, cognitive and social development
 - Assistance in identifying community resources

2. Classroom Observation

The focus will be on the general classroom environment. Following the observations, recommendations will be made regarding the classroom interactions and management techniques.

3. Parent Services

Consultations with families and students will be provided when appropriate. Parenting information and community resources may be provided through parent group meetings on request.

4. Individual Evaluations

The consultant will assess the specific needs of a student on request. A written report will be available if needed for observations and individual evaluations.

The Provider will provide a Licensed Clinical Social Worker or equivalent and as agreed upon by the Hardee District Schools ESE Department and the Winter Haven Hospital, Inc. for these services.

D. General Conditions

Meetings will be held with The Winter Haven Hospital, Inc. Center for Behavioral Health Children's Services Program Director and The Director of Exceptional Student Education and/or designee for planning purposes and to solve mutual problems quarterly.

It is also understood and agreed by the Provider and the Board that:

1. The Board agrees to pay from the following accounts (not to exceed indicated amount annually) in monthly payments for the above referenced services rendered.

Mental Health Consultation/Treatment Services (including ESE Pre-Kindergarten)

300 Hours per Year X \$80

The acceptability of the services performed by the Provider shall be determined jointly by the Board and the Winter Haven Hospital. This contract may be cancelled by the mutual consent of both parties at any time. In the event that this contract is cancelled, the Board will pay to the Provider only to the actual cost necessarily incurred in the foregoing terms of this contract up to the date of cancellation.

- 2. If through any cause, the Provider shall fail to fulfill the obligation under this contract, or any of its employees violate Board policy, the Board that thereupon have the right to terminate this contract by giving notice to the Provider for such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, the Provider shall be entitled to receive just the equitable compensation for all completed work up to the date of termination.
- 3. Modification of contract: this contract may only be changed or modified by an amendment executed in the same manner as the original. The number of hours and total funding amounts designated in this contract may not be exceeded by the Provider without an amendment executed in the same manner as the original contract.
- 4. This contract shall be effective as of the date of the signing. The final completion date for all work required of the Provider shall not be later than June 30, 2016 unless terminated as otherwise provided herein or required by law.
- 5. Treatment plans and/or progress notes will be available on request by the Board (with parental/guardian consent) on students receiving services under this contract and that are active clients with the Provider.
- 6. The Board and the Provider agree that the responsibility of the contract may be assigned to another party only with prior written approval.

E. Indemnity and Hold Harmless Agreement

The Provider and the Board agree to indemnify and hold harmless each party, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees arising out of performance of the services, which are (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or in part by either parties' negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts the provider or subcontractor may be liable. The Provider shall further provide a certificate of Professional Liability Insurance, to the Board upon request, as an additional insured. Nothing herein is intended to waive the Board's sovereign immunity and/or limits of liability set forth in Section 768.28 of the Florida Statutes.

F. Governing Law and Venue

The laws of the State of Florida shall govern the validity, construction, enforcement, and interpretation of this contract, unless otherwise specified here except for the conflict of law provision. All claims, disputes and other matters in question arising out of or relating to this contract, or the breach of this contract, shall be decided by proceedings instituted and litigated in the Circuit Court of the Tenth Judicial Circuit and the parties expressly consent to the venue and jurisdiction of that court.

This agreement is for a period from July 1, 2015 through June 30, 2016.

Kathy Hayes

Executive Director

Winter Haven Hospital, Inc.

Date

David D. Durastanti
Superintendent of Schools

Hardee District Schools

Date

Chairperson

Hardee District Schools

Date

BOARD ACTION

Hardee County Public Schools School Board Agenda Analysis



9.04

Author(s):

Teresa Hall

Director, Exceptional Student Education

Date:

February 8, 2016

Subject:

Amendment to the Agreement with Winter Haven Hospital, Inc. Center for Behavioral Health and the School Board of Hardee County for the

2015-2016 school year. This amendment will increase the approved

budget amount by \$15,000.00.

Background Information: The purpose of this amendment is to increase the budget amount for services provided by Winter Haven Hospital, Behavioral Health Division to provide specific mental health services for students with disabilities and their families in Hardee District Schools. Winter Haven Hospital, Behavioral Health Division will also provide training for staff and parents as requested by the Director of ESE.

Administrative Consideration (include F.S., Rule, Authority, etc.): Individuals with Disabilities Education Act (IDEA).

Fiscal Impact: The IDEA, Part B, Project provides the funds for this Agreement.

Director of Finance signature:

Proposed Recommendation to School Board:

The recommendation is to approve this budget revision of the Agreement between Winter Haven Hospital, Inc. Center for Behavioral Health and the School Board of Hardee County.

Action Agenda	K	Consent Agenda	
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Amendment to Contractual Agreement

between

School Board of Hardee County and Winter Haven Hospital, Inc. Center for Behavioral Health

RATE OF PAYMENT 2015-2016

This Amendment is to increase the approved budget amount by \$15,000.00. The original allocated amount for services provided in the 2015-2016 school year is \$24,000.00. Hourly rates are to be paid at the same rate as stated in the original agreement.

THE SCHOOL BOARD OF HARDEE COUNTY			
By: Chee O Callet			
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School Board Chairperson			
Attest: Raine W. Rutur			
David D. Durastanti			
Superintendent of Schools			
Date: 2/11/16			
WINTER HAVEN HOSPITAL, INC. CENTER FOR BEHAVIORAL HEALTH			
Ву: 25			
Doug Leonardo, LCSW			
Executive Director, BayCare Behavioral Health			

Date: 3.2.14