COOPERATIVE AGREEMENT FOR SCHOOL BASED
BEHAVIORAL HEALTH CARE SERVICES

COOPERATIVE AGREEMENT

BETWEEN
THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA
AND
XYZ AGENCY, INC.

THIS AGREEMENT entered into this _____ day of __________201X, by and between THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, a public body corporate existing under the laws of the state of Florida, party of the first part, with an office and place of business at___________________, hereinafter called “THE BOARD” AND XYZ Agency, Inc., a Florida not-for-profit Corporation, with corporate offices located at XXX Somewhere Drive, Our Town, Florida XXXX, hereinafter referred to as ‘THE CORPORATION”.

WITNESSETH

WHEREAS, a mutual Agreement between THE BOARD and THE CORPORATION will benefit students with, or at risk of, Emotional/Behavioral Disabilities, by facilitating the provision of accessible, school-based behavioral health care services and,

WHEREAS, the CORPORATION certifies to the School Board that it is a Florida licensed provider of behavioral health care services and/or case management and,

WHEREAS, Volusia County public school(s) will be the site(s) of the behavioral health care services and/or case management and,

WHEREAS, a unified, coordinated system of education and behavioral health care services will further encourage the progress of students with, or at risk of, Emotional/Behavioral Disabilities students and,

WHEREAS, this mutual Agreement may result in the ability to access available monies for such services by THE CORPORATION.

NOW THEREFORE be it covenanted and agreed by and between the parties hereto as follows: The term of this Agreement shall commence on the signature of parties, and terminate on the _________________, in accordance with any provisions of this Agreement.

All newly approved applicants will be granted a one (1) year provisional agreement with the School District. After one (1) year, the review team will inform the approved provider of the status of continuance of the agreement.

The agreement will then extend from year to year automatically, unless any party provides thirty (30) days advance notice of intent not to renew the agreement. The agreement shall commence on ________________.
This agreement may be terminated for any or no reason at all, by any party, at any given time upon no less than thirty (30) days written notice to the other party.

This Agreement may be amended by THE BOARD, as deemed necessary, with the consent of THE CORPORATION, which shall not be unreasonably withheld.

This Agreement shall be governed by the Laws of Florida. The parties hereto agree to adhere to all applicable local, state and federal laws and policies and procedures of THE BOARD.

THE CORPORATION may provide the following services for students at mutually selected schools, when, and as permitted, by available resources, unless delivery of such services is deemed inappropriate, with written permission of the parent or other legal guardian or adult student:

1. Individual and/or family assessment, or
2. Individual, group and family counseling, or
3. Parent education, or
4. Assist in the analysis of the student's behaviors on-site where the behaviors occur, or
5. Assist in the design, development and monitoring of a behavior management program for the student, or
6. Coordinate community services and resources on behalf of children and families when providing Case Management, or
7. Treatment plan, or
8. Other therapeutic services as specified by the plan of care, or
9. Crisis screening and/or intervention.

If the student’s parent/guardian chooses to have THE CORPORATION provide the necessary services, THE CORPORATION shall identify whether the student and/or his/her family has private insurance or Medicaid. In order to access these third party insurance sources and in order to bill Medicaid, THE CORPORATION must secure parental permission, which THE CORPORATION will diligently work to obtain. The CORPORATION will secure written permission from the parent/legal guardian for school-based behavioral health services and/or case management, including access to student records. THE CORPORATION shall assure that parental permission forms and any communication with parents related to Medicaid and private insurance will include the following concepts:

- Granting consent by the parent/legal guardian is to be completely optional and voluntary.
• Parental consent may be revoked at any time.

• THE BOARD is not responsible for any costs associated with these services.

THE CORPORATION will provide a copy of parent/legal guardian permission to the school indicating consent for services and access to student records.

THE CORPORATION, subject to written approval by the appropriate school principal, will provide the services covered by this Agreement at mutually selected schools, in clinical settings, or at the student’s residence in accordance with a written treatment plan and with guardian consent.

THE CORPORATION shall, at all times throughout the term of this Agreement, at its cost and expense, meet the following criteria:

1. Ability to provide mental health professionals who have a minimum of a Master's Degree in an appropriate counseling field. These mental health professionals shall be licensed or a registered intern supervised by a Licensed Mental Health professional;

2. Ability to provide case managers with a minimum of a Bachelor’s Degree in a human services related field;

3. Counselors and case managers shall work closely with school staff to ensure that students are not removed from their academic class time. The exception to this is when school staff identifies a crisis and the student requires immediate intervention;

4. Maintain records and meet standards enabling THE CORPORATION to bill Medicaid or private insurance carriers for the necessary mental health and/or related services;

5. Submit monthly and quarterly data reports;

6. Submit cumulative outcome data reports as requested by THE BOARD;

7. Use reasonable diligence to serve all eligible students regardless of whether students are covered by Medicaid or private insurance;

8. Provide adequate supervision for school-based agency counseling staff;

9. Keep in full force and effect a liability insurance policy as described herein;

10. Pursuant to §1012.465 Florida Statutes, if services provided under this agreement requires THE CORPORATION to be on a school campus while students are present, or if THE CORPORATION will have direct contact and access to students, the CORPORATION must submit to a background check prior to commencement of service. All background investigations shall be conducted through the Professional Standards Department of the School District of Volusia County and all costs shall be charged to the CORPORATION;
11. Must furnish photo identification for all employees;

12. Notify the school administrator in the event of any disciplinary action related to the school-based staff;

13. All agency staff will complete a school-based services orientation prior to serving a Volusia County Schools' student;

14. THE CORPORATION shall assign a designee to attend all school-based services meetings (i.e., Staffings, Individual Education Plan reviews, Problem Solving Team, etc.) and activities throughout the year;

15. Keep in full force and effect appropriate occupational and professional licenses for itself and all of its agents or employees furnishing services pursuant to this Agreement, and

16. Furnish a 'drug free workplace' certificate and public entity affidavit to THE BOARD immediately;

17. At all times, the preservation of educational classroom time must be a priority for all involved. Any and all agency services must be coordinated with school staff and guardian.

Evidence of meeting the above criteria will be provided to the Student Services Department. THE CORPORATION shall also comply with all applicable Department of Health licensure requirements.

THE CORPORATION shall pay for all fees, costs, and expenses incurred in connection with the provision of the behavioral health care services covered by this Agreement.

THE CORPORATION shall accept the premises of each school as they are at the time of execution of this Agreement. In the event THE CORPORATION finds it necessary to remove or change the location of any equipment, the changes shall be made by THE CORPORATION at THE CORPORATION’S expense, but only after approval from THE BOARD, and on such terms; as THE BOARD shall reasonably require. No deliveries or changes shall be made at schools without the prior consent of the school’s principal.

THE CORPORATION shall provide and maintain at all times during the term of this Agreement, without cost or expense to THE BOARD, policies of insurance generally known as comprehensive general liability insurance with contractual coverage, tort coverage, and malpractice liability coverage for professional liability, in an amount not less than one million dollars ($1,000,000.00) for any single incident or occurrence, and property damage liability insurance coverage in an amount not less than one hundred thousand dollars ($100,000.00), for any claim or injury arising out of or connected with this Agreement. THE CORPORATION shall maintain similar liability insurance on its employees who provide services to students in Volusia County Public Schools. THE BOARD shall be a named insured on such policies. THE BOARD shall be entitled to thirty (30) days written notice of any changes or cancellation in the insurance policies. Failure of THE CORPORATION to provide and maintain said policies or insurance shall be considered a material default under this Agreement and shall warrant
immediate termination by THE BOARD and an action for damages. A copy of each such insurance policy shall be filed with the Director of Exceptional Student Education and Student Services within thirty (30) days of signing of this Agreement. THE CORPORATION shall show THE BOARD as an additional insured on such insurance policies, for the period of time this Agreement is in effect, and shall also maintain coverage for four additional years for potential claims. THE CORPORATION further agrees to provide and maintain Workers’ Compensation Insurance as required by Florida Statutes, Chapter 440.

This Agreement in no way shall interfere with the private treatment procedures of students as carried out independently by THE CORPORATION. It is the intention of the parties that such records bearing on said relationship and treatment shall not constitute a public record. THE CORPORATION shall comply with the procedures of THE BOARD to protect the confidentiality of student records and shall allow appropriate representatives of THE BOARD to review student’s records and information as permitted by state and federal law, given parental or adult student permission. THE BOARD’s Department of Exceptional Student Education and Student Services shall be permitted to review the plan of care and confer with THE CORPORATION at reasonable times, given parental or adult student permission.

THE CORPORATION shall perform this Agreement as an independent contractor with all licensures. Nothing contained herein shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall be in any way construed to constitute THE CORPORATION or any of its agents or employees as the agent, employee or representative of THE BOARD.

THE BOARD shall have a reasonable opportunity to recommend individuals to be employed by THE CORPORATION, who shall provide services to fulfill this Agreement. THE CORPORATION shall furnish a written, detailed statement of the professional qualifications of each person employed by THE CORPORATION to provide services hereunder.

THE CORPORATION shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the services contemplated under this Agreement, except for purchasing services from individual mental health professionals who are approved by THE BOARD’S Department of Exceptional Student Education and Student Services.

THE CORPORATION shall at all times comply with applicable local, State or Federal laws, rules and regulations including standards for health and safety of the student, whichever are more stringent.

THE CORPORATION shall maintain a plan of care for each student it serves, which shall be reviewed by the adult student, parent, psychiatrist and any others deemed appropriate every six months or more frequently, if required by Medicaid regulations. THE CORPORATION shall maintain an attendance record for each student receiving services. At least one time each school year, THE CORPORATION will provide the Student Services Department with a written statement of the number of students served, the types of services provided, and contact hours.

THE CORPORATION shall participate, when appropriate, in the Problem Solving Teams/other committees at the mutually agreed upon schools as a consultant, on an as-needed basis. THE
CORPORATION agrees to work closely with school staff to limit disruption of the educational day and to limit the removal of students from academically engaged time.

THE BOARD shall furnish electric, water and utility service at the involved schools as it may, in its sole discretion, deem necessary for the purposes of THE CORPORATION in providing services under this Agreement.

School staff and other BOARD staff will assist THE CORPORATION in the identification of students who may be in need of THE CORPORATION services by sharing information about the CORPORATION with student’s guardian. The school will always secure parental permission prior to discussing students’ names or any other personally identifiable information, including access to student records.

Involved schools will provide office, telephone, and classroom space (as needed) and restroom facilities for THE CORPORATION and personnel when they are on campus. THE CORPORATION shall indemnify THE BOARD, and hold THE BOARD harmless from and against any and all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, or any cause of action arising out of activities or operations of THE CORPORATION or THE CORPORATION officers, agents or employees in connection with the performance of this Agreement. THE CORPORATION agrees to indemnify THE BOARD, its officers, agents, and employees, and pay on its or their behalf any cost or expense of whatever kind of nature, including but not limited to THE BOARD’S legal defense, as may be selected by THE BOARD, for all such claims.

The parties to this Agreement will jointly develop administrative procedures to assist in the implementation of this Agreement.

This Agreement represents the understanding between the parties in its entirety and no other agreements of like nature, either oral or written, exist between THE CORPORATION and THE BOARD.

INSURANCE AND BONDS

A. The Provider shall procure and maintain for duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the PROVIDER, its agents, representatives, employees or Sub-consultants.

B. Respondent shall obtain and maintain in full force and effect throughout the initial Term and any Renewal Term, with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than “A” from A.M. Best & Company. Insurance coverage shall consist of the following General Liability Insurance in the amounts of not less than Five Hundred Thousand Dollars ($500,000) for injury to any one person and One Million Dollars ($1,000,000) for property damage. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least
ten (10) days prior written notice to Volusia County Schools (VCS) and (b) VCS is to be named as an additional insured party with respect to Respondent activities.

Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract such liability and property damage insurance, including automotive equipment as shall protect him and any subcontractor performing work covered by this Contract, from claims or damages for operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

Public Liability Insurance shall be in an amount not less than Five Hundred Thousand Dollars ($500,000) for bodily injuries, including wrongful death to any one person and subject to the same limit for each person, in amount not less than one Million Dollars ($1,000,000.00) on account of all accidents.

Property Damage Insurance shall be in an amount not less than One Million Dollars ($1,000,000.00) for damages on account of any accident and in an amount not less than One Million Dollars ($1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than Five Hundred Thousand Dollars ($500,000). The limits specified herein are minimum limits.

The above policies for Public Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect contract against claims arising from the operation of subcontractors.

Worker’s Compensation Insurance: The Contractor shall maintain during the life of this Contract, Worker’s Compensation Insurance in accordance with Florida Statute 440.

Employer’s Liability Insurance: The Contractor shall maintain during the life of this Contract, Employer’s Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars ($500,000) policy limit for bodily injury by disease.

Automobile Liability Insurance: Automobile Liability Insurance shall be maintained during the life of this Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than Five Hundred Thousand Dollars ($500,000) combined single limit each accident for bodily injury & property damage liability.

Notice under this Agreement may be given to THE BOARD by sending in U.S. Mail written notice to the ___________________________; and notice shall be given to THE CORPORATION by writing XYZ ANGENCY, INC., XXX Somewhere Drive, Our Town, Florida XXX.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.
Provider
WITNESS (Provider):

BY: ____________________________
   Signature

Authorized Representative Signature

Name & Title (Type or Print)    Date

CORPORATE SEAL

Volusia County Schools

ATTEST:

BY: ____________________________
   Name & Title (Type or Print)    Date

For: VOLUSIA COUNTY SCHOOLS

Reviewed by: ____________________________
   Date