

COOPERATIVE AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA  
AND  
SUNCOAST MENTAL HEALTH CENTER, INC.

This AGREEMENT, entered into this 13<sup>th</sup> day of September, 2011, by and between Suncoast Mental Health Center, Inc., located at 2814 So. U.S. Highway 1, Suite D-4, Fort Pierce, Florida 34982, and hereafter referred to as Suncoast, and The School Board of St. Lucie County, Florida, hereafter referred to as the "Board."

**WITNESSETH:**

For and in consideration of the mutual understanding and agreements hereafter set forth, it is therefore agreed between Suncoast and the Board as follows (please see attached schedule):

1. Suncoast agrees to provide the following services to the students of the St. Lucie County School Board who meet Suncoast's established eligibility criteria:
  - A. Psychosocial Assessment which shall include:
    1. Presenting Problem
    2. Historical information regarding the family of origin, the referred child's history and all placement information if applicable
    3. Behavioral observations
    4. Clinical interview with mental status examination
    5. Clinical assessment
    6. Diagnosis utilizing the DSM-IV and ICD-9 multi axial system
    7. Clinical recommendations for mental health and social services
  - B. Clinical On-site Services which may include:
    1. Individual therapy
    2. Family therapy
    3. Group therapy
    4. Psychoeducational Group
    5. Multi-family therapy
    6. Parenting skills training
    7. Behavioral analysis at home or in school
    8. Behavioral management program design/monitoring
    9. Case consultation with teachers, case managers, behavioral analysts, psychiatrists, principals and all other professionals who are part of the student's treatment team.
  - C. All students referred for clinical on site services must meet the following eligibility criteria for Medicaid:
    1. The child must be between 3 and 21 years of age, and;

2. The child must have a serious emotional disturbance as defined by the DSM-IV or current edition; and
    - a. The child is enrolled in a special education program for the emotionally/behaviorally disturbed
    - b. The child has scored a 60 or below on the Axis V Global Assessment of Functioning Scale within the last six months
  3. The child must have a significant impairment in his/her level of functioning which, without on-site services, will require more intensive, restrictive and costly services, and;
  4. There is adequate evidence to indicate that the child's condition and functional level cannot be improved with a less intensive, less costly service.
- D. All non-Medicaid students referred for clinical, on-site services must meet the following eligibility criteria:
1. The child must be between 3 and 21 years of age.
  2. The child must display emotional or behavioral problems at school or at home.
- E. To provide a therapist to serve as a crisis counselor who will:
1. Identify the source of the crisis,
  2. Obtain all relevant historical information to help resolve the crisis, including family, school and community information,
  3. Conduct home visits as necessary and appropriate,
  4. Deescalate the youth's reaction to the crisis and provide follow up,
  5. Conduct a clinical interview with mental status examination to help determine the need for more prolonged intervention,
  6. Provide clinical recommendations for follow-up mental health and social services,
  7. Work closely with the school administration, keeping them well informed as to the status of cases and events, and
  8. Work closely with the school staff to transition the youth from the crisis to the learning environment.
- F. To provide a therapist to serve non-Medicaid students with:

1. Individual therapy,
  2. Family therapy,
  3. Group therapy,
  4. Psychoeducational Group,
  5. Multi-family therapy,
  6. Parenting skills training,
  7. Behavioral analysis at home or in school (referred),
  8. Behavioral management program design/monitoring,
  9. Case consultation with teachers, case managers, behavioral analysts, psychiatrists, principals and all other professionals who are part of the student's treatment team,
  10. Obtain all relevant historical information to help resolve and meet the treatment goals, including family, school, and community information,
  11. Conduct home visits as necessary.
2. All of the above referenced services must be authorized as follows:
- A. Children who do not have Medicaid and whose services will be funded by The St. Lucie County School Board, will also receive a comprehensive psychosocial evaluation as well as a Treatment Plan authorized by the clinical director duly licensed in the State of Florida.
  - B. The Treatment Plan must be reviewed, updated (and authorized by the clinical director and/or clinical coordinator for Medicaid clients) at six month intervals or more frequently, if needed.
  - C. Services must be authorized by the child's parent or guardian and must involve the cooperation and voluntary participation of the child and parent(s), guardian(s).
  - D. Parent(s), guardian(s) must be willing to provide health insurance information including all information necessary to submit charges to all health insurance carriers.
3. In order to ensure the coordination of mental health services with School District Services, the mental health treatment plan goals will be presented and discussed during a student's IEP meeting and if appropriate will be incorporated into the student's Individual Education Plan (IEP). Upon the completion of the child's requested assessment and the

psychiatric authorization of the treatment plan, the referring School Board staff member will be notified in order to schedule an IEP meeting.

4. Services will be monitored by the Administration of Suncoast Mental Health Center through the Community Services Program. Suncoast will work closely with the Director of Exceptional Student Education and ESE staff in evaluating the effectiveness of services.
5. All clinical staff will be qualified and skilled care givers. These staff will be hired and supervised by Suncoast Mental Health Center, Inc.
6. Suncoast agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. Suncoast, all employees of Suncoast, and all other individuals acting by or on behalf of Suncoast who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of Board funds shall, prior to providing any services under this Agreement, (i) file a complete set of fingerprints, (ii) submit to a drug screen, and (iii) receive clearance from the criminal background check and drug screening, all in the same manner as required of Board employees whose positions involve direct contact with students. Verification of compliance with these requirements shall be provided to the Contract Manager for the Board. The parties agree that the failure of Suncoast to perform any of the duties described in this paragraph shall constitute a material breach of the Agreement, entitling the Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. Suncoast agrees to indemnify and hold harmless the Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting in the Contractor's failure to comply with the requirements of this paragraph.
7. Suncoast staff is interviewed by the Executive Director, the Clinical Director and the Director of Programs, who select the most qualified applicant, and the Clinical Director/Clinical Coordinator is responsible for providing or ensuring the provision of on-going supervision. Suncoast agrees that each individual providing services to the Board in accordance with this Agreement shall meet all professional certification, licensing, and/or registration requirements applicable to the services provided by such individual ("Professional Requirements"). Prior to the term of this Agreement commencing as provided in paragraph 20. J. below, and not less than annually thereafter, Suncoast shall provide to the Board such documentation as the Contract manager for the Board shall reasonably require demonstrating compliance with all Professional Requirements applicable to each such individual. If compliance with Professional Requirements is a prerequisite for or condition of the Board receiving funding or reimbursement for the services provided by such individual, then Suncoast shall refund to the Board any revenue lost, and shall hold the Board harmless from any loss or cost incurred, as a result of (i) any lapse in such Professional Requirements or (ii) any other error attributable to the action or inaction of Suncoast and subsequently identified in any audit conducted respecting funding received by the Board for such services.
8. Suncoast staff will abide by all School Board guidelines, regulations, policies and procedures, while on School Board property.

9. While in the school, Suncoast staff will work in conjunction and in cooperation with the classroom teacher/staff. Moreover, Suncoast staff is responsible for working with multi-disciplinary team, including the case coordinator, case manager, teacher, principal, psychiatrist and behavior analyst. It must be noted that Suncoast staff is responsible for the identified clients when in the consulting room.
10. Staff of both Suncoast and the Board agrees to work together in identifying appropriate students for the program. Suncoast will maintain its own clinical records. These records will be kept in accordance with Mental Health Guidelines as well as State and Federal Statutes. Record keeping requirements will be met relative to Suncoast guidelines and Medicaid Standards.
11. Suncoast will assume the responsibility of obtaining written release of information from the parents or guardians of all children served hereunder prior to commencement of services. Said consent forms shall be filed in both the Suncoast and School Board records.
12. The School Board will provide Suncoast staff with work space making an effort to locate space that can be equipped with play therapy tools and supplies. The School Board will make every effort so that the therapy room will be a quiet, private space where the student can receive uninterrupted therapeutic services. Moreover, Suncoast staff will have access to private telephone and meeting rooms.
13. Suncoast will obtain funding for eligible children who are non-Medicaid through the limits of their contract amounts with other sources such as the office of Substance Abuse and Mental Health (SAMH).
14. Each party agrees to extend an invitation to the other's staff to attend in service training/staff development programs pertinent to the needs of the staff.
15. While in the school, Suncoast staff is accountable to the Principal and must abide by any directives related to the provision of mental health services in the school and/or classroom.
16. Invoices:
  - A. All invoices will include the student's legal name, dates of services, description of services, student's diagnosis code, provider's name, student's school, and the student's date of birth.
  - B. All invoices will be submitted no later than the 10<sup>th</sup> of the month following the month of services.
  - C. No invoices will be submitted for students covered by any other contract For therapy services at school sites.
  - D. No invoices will be paid for any Suncoast staff that have not had

preliminary background screening approval and who have not had a request for final approval submitted within 5 days of receipt of preliminary approval by the School Board.

E. The School Board will only pay invoices submitted after the 10<sup>th</sup> of the month following the month of service after all other invoices are paid and it is determined that there are sufficient funds.

17. Data Reporting:

Whenever a student is to be seen for counseling, group or individual, Suncoast will submit a data sheet to the SEDNET office of the Student Services Department. When the student is no longer going to receive the counseling service on a regular basis, the data sheet will again be updated and submitted to the SEDNET Office.

18. Data Collection for Outcome Determination:

Suncoast will submit to the School Board, by the 5<sup>th</sup> of the month following the month of service a data sheet for every student, regardless of fund source, that documents the student's progress toward treatment goals, number of discipline referrals, number of unexcused absences, degree of family participation in treatment, and number of suspensions for the month. Any known arrests of the student by law enforcement will also be reported on the data sheet. Suncoast will also report monthly to the School Board the cases that remain on the wait list and the status of each such case.

19. Interagency Cooperation:

Suncoast will cooperate with the School Board in improving the number of cases opened and reducing the number of cases closed due to non-compliance. Students will not have cases closed for non-compliance or cases not opened due to any failure on part of the parent without contacting the School Board to try and resolve the barriers

20. Suncoast and The School Board further agree to the following restrictions:

A. Title VI and VII, Civil Rights Act of 1964, and Americans with Disabilities Act: Both parties shall comply with the provisions of the Title VI and VII of the Civil Rights Act of 1964, Americans with Disabilities Act, and all other Federal Laws applicable to equal employment opportunity.

B. Nondiscrimination Because of Mental and Physical Handicaps. No otherwise qualified mentally or physically handicapped individual shall, solely by reason of this handicap, be excluded from the benefits of or be subjected to discrimination under this Contract. Suncoast agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

C. The Board agrees to pay the contractor for professional services provided in accordance with this agreement, not to exceed \$20,000.00.

D. Insurance: Suncoast shall maintain insurance, through the term of this Agreement, as follows:

(a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

Notwithstanding the foregoing, on a case-by-case basis, the Contract Manager for the Board may determine that commercial general liability coverage is preferred and recommended but not mandatory for a Contractor as professional service provider when (i) the Contractor furnishes in-service training or other non-instructional services to Board staff members but not to Board students, and (ii) all employees of the Contractor remain physically present with and under the direct supervision (within the line of sight) of a Board employee at all times students may be accessible to Contractor employees.

(b) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event the Contractor does not own any automobile, the Board will accept proof of hired and non-owned Auto Liability only.

(c) Worker's Compensation Insurance with limits equal to Florida statutory requirements. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. Alternatively, if all employees of the Contractor qualify for and have elected exemption from the provisions of the Worker's Compensation statutes, the Contractor shall provide to the Board, for all such employees, copies of the current notices of election for exemption that are on file with the Florida Department of Financial Services.

(d) Professional Liability coverage with limits of at least \$1,000,000 each claim and in the aggregate. If professional services provided in accordance with this Agreement include contact with students, the required professional liability insurance must include coverage for corporal punishment.

(e) Certificates of all insurance shall be provided to and approved by the Contract Manager for the Board prior to the term of this Agreement commencing as provided in paragraph 4 above. The Board shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. The policies must be specifically endorsed to grant the Board the same notification rights provided to the first named insured as respects cancellation and nonrenewal. This endorsement must be

attached to the certificate of insurance. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis.

E. Indemnification: The Contractor agrees forever to save and keep harmless and fully indemnify the Board, its officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expense because of or resulting from (i) loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Agreement and attributable to the negligence or other wrongful conduct of the Contractor or the Contractor's employees, agents, or subcontractors, including but not limited to any loss or action resulting from the failure of the Contractor to comply with the Contractor's obligations under this Agreement, (ii) infringement by the Contractor of any third-party patent, copyright, or trademark, (iii) misappropriation by the Contractor of any third-party trade secret, or (iv) any copyrighted, service marked, trademarked, patented, or unpatented invention, process, article, or work manufactured or used in the performance of this Agreement, including such use by the Board. If the Contractor uses any design, device, materials, or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right in the performance of this Agreement, the Contractor agrees that the amounts paid by the Board include all royalties or costs arising from the use of such design, device, or materials.

F. Confidentiality:

1. Both Parties agree to recognize and safeguard the confidential nature of case records and student information in conformance with all applicable Federal and State Laws, rules and regulations and both parties' policies pertaining to the rights of parents, guardians and students.
2. The Board agrees to share attendance, discipline, health, grades, and student support team notes with approved Suncoast staff for the purpose of developing, implementing, and monitoring a plan of care for the student. Suncoast will obtain written consent from the parent on the Board's approved Release of Confidential Information consent form and provide the original copy to the Board of Inclusion in the student's record.
3. Suncoast agrees to share case notes, diagnosis, treatment plan, progress notes, and assessment information with the Board. Suncoast will obtain written consent from the parent or guardian and will provide the Board with a copy of the signed consent.

G. Renegotiating or Modification: Any alterations, variations, modifications, or waivers of this Agreement will only be valid when they have been placed in writing to the other party and properly authorized, executed, and delivered by both parties. Said notices shall be delivered by certified mail, telegram or in person.



H. Notices: All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

If to the Board:  
Bill R. Tomlinson, Asst. Superintendent  
and Contract Manager  
School District of St. Lucie County  
4204 Okeechobee Road  
Ft. Pierce, FL 34947

With copies to:  
Vicki Jenkins, Director  
Exceptional Student Education

If to the Contractor:  
Suzanne Weed, Chief Executive Officer  
Suncoast Mental Health Center  
2814 S. U.S. Highway 1, Suite D4  
Ft. Pierce, FL 34982

With copies to:

I. Termination

1. Termination at Will. This Agreement will be terminated by either party at any time, with or without cause, upon no less than thirty (30) days notice in writing to the other Party. Said notice shall be delivered by certified mail, telegram or in person.
2. Termination Because of Lack of Funds. It is further agreed that in the event funds to finance this Service become unavailable, the obligations of each party hereunder may be terminated upon no less than thirty (30) days notice in writing to the other Party. Said notice shall be delivered by certified mail, telegram or in person. In the event, both Parties will endeavor to ensure the continuity of care for any displaced pupil by utilizing available community resources and applicable State and Federal Law. Suncoast shall be the final authority as to the availability of its financial resources and as to how such resources will be allocated, and the Board shall be the final authority as to the availability of facilities and referrals.

J. Retention of Records: Both Parties shall agree to retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of a least three (3) years after termination of this Contract or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained at least until resolution.

K. Contract Duration: This contract shall become effective and begin on July 1, 2011, and shall end on June 30, 2012.

L. All Terms and Conditions Included in Agreement: This Agreement contains all terms and conditions agreed upon by the Parties. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of

the Parties hereto.

M. Renewal: Both Parties agree to discuss renewal of this Agreement, sixty (60) days prior to its stated expiration.

21. Suncoast will work closely with the School Board of St. Lucie County's Assistant Superintendent of Student Services and Exceptional Student Education, SEDNET Manager, school administration and staff to evaluate the effectiveness of services.
22. Suncoast will maintain case documentation in accordance with standards of mental health therapists, AHCA and the Department of Children and Families, and will deliver to The School Board's Social Services Manager a copy of all case notes for student whose services are being paid by The School Board with the invoice by the 10<sup>th</sup> of the month following month being invoiced.
23. Suncoast will provide a copy of all credentials of therapists working in the school(s) including the licensing, registration as interns, and supervision of interns, proof of training in abuse reporting and blood-borne pathogens. The Suncoast employee's annual evaluation will be available for review at the Suncoast office.

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IN WITNESS WHEREOF, the District has subscribed and the Contractor has affixed its name and seal on the date first above written.

ATTEST: SCHOOL BOARD OF ST. LUCIE COUNTY

\_\_\_\_\_  
MICHAEL LANNON, Superintendent

\_\_\_\_\_  
KATHRYN HENSLEY, Chair

ATTEST: SUNCOAST MENTAL HEALTH CENTER, INC.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**Schedule for Cooperative Agreement**  
**with Suncoast Mental Health Center, Inc.**

Suncoast will provide school-based counseling and mental health services in accordance with the terms of this Agreement with the School Board of St. Lucie County, Florida.

**TOTAL: \$20,000.00**