

CONTRACT FOR MENTAL HEALTH THERAPEUTIC COUNSELING SERVICES

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA and FIRST STEP OF SARASOTA, INC.

This Contract is entered into August 7, 2018, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as “THE BOARD,” and FIRST STEP OF SARASOTA, INC., hereinafter referred to as “FIRST STEP,” is made for the purpose of providing licensed mental health providers to provide direct support to students and families.

WHEREAS, pursuant to Florida law, the parties wish to provide a mechanism to offer certain mental health services to students of THE BOARD as follows:

1. The student is a resident of Sarasota County, Florida and is now enrolled in or has made application for enrollment in the Sarasota County School District.
2. The student has been appropriately referred to access additional services in the area of social/emotional health, following the established school board process by school board staff.

With regard to providing education to students who qualify for mental/behavioral health services, FIRST STEP and THE BOARD agree as follows:

1. THE BOARD agrees:
 - A. It shall provide the same opportunities for inservice training for FIRST STEP staff involved in providing services to students in the area of mental/behavioral health.
 - B. It shall provide consultation from school staff upon request from FIRST STEP staff.
 - C. It shall provide accessibility of educational records for students identified as needing specialized services in the area of mental/behavioral health.
 - D. It shall provide space with furnishings for counselling/therapy intervention. Final determination as to the need for equipment and furniture shall rest with THE BOARD.
2. FIRST STEP agrees:
 - A. It will provide licensed mental health therapists to provide supplemental mental health counselling services to identified students registered in Sarasota County Public Schools.
 - B. It shall provide developmental appropriate modeling/coaching strategies to teachers and or support staff for school implementation.

C. It shall provide written notification to THE BOARD of all persons appointed as a licensed mental health therapist. FIRST STEP shall provide to THE BOARD the Staff Appointment Verification Form (Appendix A) with all required attachments, documenting the appointment status of each staff member providing services under this Contract.

D. It assures that each of its employees or agents assigned hereunder has been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. Any employee assigned hereunder must meet all screening requirements as described in Section 1012.32, Florida Statutes. The results of all such background investigation and fingerprinting, and any updated information disclosing subsequent criminal activity, shall be immediately reported in writing to the Superintendent of Schools. THE BOARD has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by THE BOARD pursuant to Florida law.

E. It shall provide a monthly attendance log of students served to THE BOARD. In addition, a report relating to student progress on meeting treatment goals shall be submitted to THE BOARD at least quarterly for each student and family. Copies of such progress reports shall be maintained in each student's educational record.

F. It shall conduct meetings as necessary to review and revise each student's plan of care. The student's parent or legal guardian and THE BOARD or its representative shall be involved in all decisions regarding the student's plan of care. THE BOARD shall have responsibility for compliance with State Board Rules.

G. It shall keep school pertinent personnel informed of ongoing services. At any time a proposed change needs to occur, FIRST STEP will follow the process established by THE BOARD to review and make informed decisions.

H. It shall provide administration, clinical and debriefing supervision to the licensed mental health therapists contracted by FIRST STEP.

- I. It shall provide to THE BOARD at the end of 2018-19 school year a report detailing:
- a. Number of students who received mental screenings or assessments.
 - b. Number of students referred to contracted school-based services providers.
 - c. Number of students referred to community mental health programs, agencies, or providers.
 - d. Amount of time each therapist models and coaches teachers.

3. Both Parties agree:

A. FIRST STEP shall retain full control and discretion as to the appointment or removal of any staff member employed by FIRST STEP. THE BOARD may report to FIRST STEP any FIRST STEP employee that is deemed by THE BOARD to be performing in a manner incompatible with the provisions of an adequate educational program to students and, upon THE

BOARD'S request, shall remove such employee from performing services pursuant to this Agreement.

B. Staff of THE BOARD shall be permitted to review the program provided by FIRST STEP, including evaluation reports and progress reports, and may confer with FIRST STEP'S staff at reasonable times, as agreed by both parties.

C. Upon request, FIRST STEP shall provide the State Board of Education student's attendance therapy records and any information.

D. Services provided by FIRST STEP and authorized by THE BOARD shall be compensated at a rate of \$50,000.00 per year for each licensed mental health therapist for services rendered during the student day calendar.

Payments shall be disbursed monthly in 10 equal payments of \$25,000.00 for the months of August 2018, through May 2019.

The standard contracted day will consist of seven (7) hours not including a thirty (30) minute duty free lunch. Each licensed mental health therapist shall maintain a student schedule, including the hours of service, for each student served. A monthly statement of services rendered by FIRST STEP shall be submitted to the BOARD by the fifteenth (15th) of each month. Statements should be mailed to:

The School Board of Sarasota County, Florida
Attn: Bookkeeper, Pupil Support Services Department
1960 Landings Boulevard
Sarasota, FL 34231

The Contract Compliance Checklist (Appendix B) with all accompanying documentation must be returned to the Pupil Support Services Department prior to any reimbursement being issued pursuant to this Contract.

Total reimbursement under this Contract for five (5) mental health counselors, shall not exceed \$250,000.00.

E. Other than the payment described in Section 3, item (D), above, this Contract is not intended to provide any mechanism by which monies are paid or received from either party for the fulfillment of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment for those services.

F. During the term of this Contract, FIRST STEP shall maintain public liability and malpractice insurance coverage in at least the following amounts: TWO HUNDRED THOUSAND DOLLARS (\$200,000) per person; THREE HUNDRED THOUSAND (\$300,000) per occurrence; and ONE MILLION DOLLARS (\$1,000,000) umbrella coverage with THE BOARD listed as a co-insured. As evidence of such insurance coverage FIRST STEP shall

furnish THE BOARD with a Certificate of Insurance prior to commencing any services under this Contract.

G. FIRST STEP shall hold harmless, indemnify, and defend THE BOARD, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from THE BOARD its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Contract. Nothing in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of THE BOARD or to affect, limit, or reduce the protection from suit afforded to THE BOARD under Florida law. This provision shall survive termination of this Contract and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

4. Other Provisions:

A. Any additions, changes, deletions, or modifications to this Contract must be agreed to in writing by both parties.

B. Any disputes relating to implementation of the provisions of this Contract may be resolved by informal meetings and/or conferences between THE BOARD's Executive Director of Pupil Support Services or his/her designee and the appropriate representative(s) of FIRST STEP.

C. This Contract shall commence August 1, 2018, and shall terminate June 30, 2019, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice with no party owing any further obligation to the other.

D. Any notice given pursuant to this Contract shall be made to FIRST STEP to the attention of the Executive Director at 4620 17th Street, Sarasota, FL 34235, and to THE BOARD to the attention of the Executive Director of Pupil Support Services at 1960 Landings Blvd., Sarasota, FL, 34231.

E. FIRST STEP and THE BOARD mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of the 1974 and Section 504 of the Rehabilitative Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in the County or Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida.

G. FIRST STEP shall comply with Florida's Public Records Law including:

a) keeping and maintaining public records that ordinarily and necessarily would be required by THE BOARD in order to perform the service;

b) providing the public with access to public records on the same terms and conditions that THE BOARD would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) meeting all requirements for retaining public records and transfer, at no cost, to THE BOARD all public records in possession of FIRST STEP upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to THE BOARD in a format that is compatible with the information technology systems of THE BOARD.

IF FIRST STEP OF SARASOTA, INC., HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY _____
Bridget Ziegler, Chair

Approved for Legal Content,
July 24, 2018, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: _____ASH

FIRST STEP OF SARASOTA, INC.

BY _____
David J. Beesley, President/CEO

(APPENDIX A)

STAFF APPOINTMENT VERIFICATION FORM

School or Agency **FIRST STEP OF SARASOTA, INC..**

I do here by certify that the following staff members have been employed as licensed therapists pursuant to the current agreement with the Sarasota School District.

Staff Members Holding Current Licenses	
Name	Social Security Number

Please attach the following documentation:

For licensed Mental Health Counselors, Therapists:

A copy their current license.

A copy of the school or agency personnel procedures including salary schedules, procedures for dismissal or reassignment, procedures for performance assessment, and training requirements for staff.

Signature of Agency Representative	Title	Date
------------------------------------	-------	------

(APPENDIX B)



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PUPIL SUPPORT SERVICES**

**1960 Landings Boulevard Sarasota, Florida 34231
Phone (941) 927-9000 FAX (941) 927-4052**

Sonia Figaredo-Alberts, Executive Director
Pupil Support Services

Contract Compliance Checklist

Contracting School Or Agency **FIRST STEP OF SARASOTA, INC.**

The following documentation must be attached to the Contract Compliance Checklist and returned with the fiscal contract authorizing reimbursement. No reimbursement can be made under this Contract until all items specified on the Contract Compliance Checklist are received by the Department of Pupil Support Services at the address above.

1. _____ Certification that each staff member working with students has been fingerprinted pursuant to the Contract.
2. _____ A copy of the school or agency certificate of insurance in the amounts specified in the Contract, naming the School Board of Sarasota County as co-insured.
3. _____ A copy of the Staff Appointment Verification Form confirming the appointment of each licensed therapist with appropriate documentation.
4. _____ A copy of the DOE Information Data Base Requirements form on each employee involved with students.

Submitted by:

Signature of Agency Representative	Title	Date
------------------------------------	-------	------

For School Board Use

Contract Compliance Checklist Complete Yes No
If no, date and method of notification to school or agency regarding needed information.

Signature of Executive Director of Pupil Support Services or Designee	Date
---	------

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PUPIL SUPPORT SERVICES

1960 Landings Boulevard Sarasota, Florida 34231
Phone (941) 927-9000 Fax (941) 927-4052

DOE INFORMATION DATA BASE REQUIREMENTS

FIRST STEP OF SARASOTA, INC.

Last Name: _____ First Name: _____

Sex: _____ Telephone number _____ Certificate Number: _____

Degree: (circle one)

Child Development Associate (CDA) or CDA equivalent

Associate's

Bachelor's

Master's Name AND State of School Degree was earned at: _____

Specialist

Doctorate

Not applicable

State: _____

Social Security Number: _____ Employee Date of Hire: _____

Job Title: _____ Employee D.O.B: _____

Name of Cost Center working for _____

Race of Employee (two part question):

1) Are they Hispanic or Latino Y N

2) (circle as many as apply) American Indian or Alaska Native, Asian, Black or African American,
Native Hawaiian or Other Pacific Islander, or White.

Type of Employee: (Please Circle One)

Full Time Employee Part Time Employee

Exempt From Public Records Law: YES NO

Employee's Address: _____ APT# _____

City: _____ State: _____ Zip: _____

E-mail address _____

Is the Employee Paid: Hourly Daily Salary (circle one)

Rate of Pay: \$ _____

Frequency of Pay: (please circle one) weekly biweekly monthly

Number of Days the Employee works in a year: _____

How many months a year does the Employee work? _____

Evaluation: **(circle one)** Needs improvement Not determined to be in need of improvement
Not a classroom teacher

Identify each type of professional experience for instructional and instructional administrative employee (excluding substitute teachers). Put years of experience in space before each category.

- ____ Service to the district in current job code assignment
- ____ Teaching in current district
- ____ Administration in education
- ____ Military Service
- ____ Teaching in Florida public schools
- ____ Teaching in Florida nonpublic schools
- ____ Teaching in out-of-state public schools
- ____ Teaching in out-of-state non-public schools

Staff Fiscal Year Benefits

Health/Hosp. _____	Life Insurance _____	Social Security _____	Retirement _____
Annuity Plan _____	Unemployment _____	Worker Comp _____	Cafeteria Plan _____
Other _____	Medicare _____	Cafeteria Adm. _____	

Teacher Exit Interviews:

Date Left _____

Exp (years of professional experience for the teaching job "00" indicates employee in first year of assignment):

Separation reason (circle)

- 1) Promotion/Transfer to a non teaching position in the district
- 2) Probationary
- 3) Resignation; includes retirement
- 4) Reduction in force
- 5) Not re-appointed to position; contract expiration
- 6) Job abandonment and death
- 7) Performance; unsatisfactory job performance; failure to obtain adequate certification or certification expiration

Voluntary Reasons

- A) Inadequate salary
- B) Lack of opportunity for advancement
- C) Dissatisfaction with supervisor
- D) Dislike/unsuitability for assigned duties

Future Plans

- A) at a nonpublic school within the district
- B) within another district in Florida
- C) outside the State of Florida