



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
Michael J. Woodall, CPPO, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
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November 6, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Mental Health Provider Contract
Youth & Family Alternatives, Inc. (CINS/FINS)

The School District has individual and group counseling service agreements with various facilities in order to provide counseling services for students and families.

The services covered under these contracts are considered professional services and therefore are exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012(11)(a).

This agreement was previously reviewed & approved by Nancy Alfonso, School Board Attorney on August 22, 2012.

At this time, we respectfully request that The Board retroactively approve the above-referenced agreement for providing counseling services for students and families. The services are outlined in the agreement and are attached for your perusal. This agreement will cover the period of August 23, 2012 through June 30, 2013.

Should you have any questions regarding this matter, please do not hesitate to contact me.

MJW/dam

Attachments (2 original agreements)

Date/Time: October 31, 2012 10:11:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

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Student Services Department

David H. Chamberlin, Supervisor

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MEMORANDUM

SS 021A 12/13

Date: October 9, 2012

To: Mike Woodall, CPPB, Purchasing Agent

From: David Chamberlin, Supervisor of Student Services (Social Work) *DC*
Lizette Alexander, Director of Student Services *LA*

Subject: Mental Health Provider Contracts

Please find the following contracts with local mental health providers that outlines counseling services for students and families:

Youth and Family Alternatives, Inc.

At this time, we respectfully request that The Board approve the above-referenced agreements.

Thank you

DHC/es



AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 23rd day of August, 2012 by and between **YOUTH AND FAMILY ALTERNATIVES, INC.**, a Florida corporation not for pecuniary profit, herein referred to as "YFA" and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, hereinafter referred to as the "**SCHOOL BOARD**".

WITNESSETH:

WHEREAS, YFA has the staff and facilities necessary for providing certain counseling and educational services in Pasco County, and

WHEREAS, the school system for which the **SCHOOL BOARD** is responsible requires such services from time to time, and

WHEREAS, there is a need for cooperation and sharing of services and resources between YFA and the **SCHOOL BOARD**.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this agreement, it is agreed by and between the parties that:

1. This agreement shall take effect and be in force from August 23, 2012 until June 30, 2013.
2. During the term of the agreement, the supervisory/ administrative staff of the two agencies will communicate and cooperate on matters of mutual concern.
3. During the term of this agreement YFA shall provide Children in Need of Services/Families in Need of Services (CINS/FINS) and other counseling services to students and their families as requested by the **SCHOOL BOARD**.
4. The **SCHOOL BOARD** shall provide appropriate referral information on all cases referred to YFA.
5. YFA shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to YFA accordingly.
6. A. Each family referred to the YFA CINS/FINS program by the Department of Student Services staff of the **SCHOOL BOARD** shall be eligible for two (2) CINS/FINS counseling sessions, inclusive of the intake session, to be paid for by the **SCHOOL BOARD** at the rate of twenty-five dollars (\$25.00) per session. Any additional counseling sessions after the first two (2) sessions will be charged to the family unless additional sessions have been approved in advance by the Supervisor of Student Services. Any additional CINS/FINS counseling sessions approved for payment will be paid at the rate of twenty-five dollars (\$25.00) per session by the **SCHOOL BOARD**.
 b. Each family referred to YFA by the Department of Student Services staff of the **SCHOOL BOARD** shall be eligible for four (4) counseling sessions (brief therapy, play therapy, therapy for substance use, etc.) to be paid for by the **SCHOOL BOARD** at the rate of fifty dollars (\$50.00) per session. Any additional sessions will be charged to the family unless the Supervisor of Student

Page 1 of 3



Services has approved additional sessions in advance. Any additional counseling sessions approved for payment under this contract provision will be paid at the rate of fifty dollars (\$50.00) per session.

7. Total compensation for this contract for counseling services is estimated to be three thousand dollars (\$3,000.00). The final cost will depend on the referrals and utilization of services.
8. YFA shall provide written reports to the **SCHOOL BOARD** on services provided to any student or family.
9. Requests by the **SCHOOL BOARD** for services to be performed by YFA shall be authorized by the Director of Student Services through the Supervisor of Student Services.
10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.
11. YFA agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid.

Consultant, Youth and Family Alternatives, Inc., its individual members, officers, personnel, employees, agents, contractors, and assigns (hereinafter Consultant) hereby agrees to protect, defend, indemnify, release, and hold the District School Board of Pasco County, its individual members, schools, personnel, employees, agents and assigns (hereinafter collectively referred to as School Board) harmless from and against any and all claims or law suits for damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

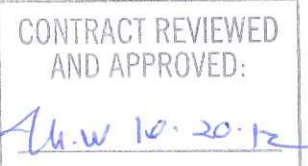
This form is a release, waiver, indemnification agreement, and hold harmless agreement, which acts to protect and release the School Board from any and all damages or injuries which may result from your participation in the aforementioned event.

Consultant agrees to release the School Board and hold the School Board harmless for any injuries or damages suffered by Consultant arising out of participation in the aforementioned event, regardless of whether such injuries or damages arise out of the accidental, negligent or reckless acts of School Board, or some third party.

Consultant agrees to protect, defend, indemnify, pay, and reimburse School Board for any and all claims paid, damages paid, judgments, attorney fees, costs, payments, and medical bills incurred by the School Board resulting from claims or lawsuits arising out of Consultant's participation in the aforementioned event, and which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

Consultant agrees that should any portion of this form be held invalid under controlling Florida law, then the remainder of this form shall remain intact and in force, to the extent that it is not invalid under controlling Florida law. Consultant specifically acknowledges that its individual duty to indemnify the School Board for the above-referenced liability is not dependent on the validity of any other portions of this document, including the release of liability.

Page 2 of 3



DISTRICT SCHOOL BOARD
OF PASCO COUNTY

BY: *Kendra Goodman*
Kendra Goodman, CPPO, CPPB
Purchasing Agent
Michael J. Woodall, CPPO

YOUTH AND FAMILY
ALTERNATIVES, INC.

BY: *Kenneth Conley for George Maguire*
Executive Director

BY: 59-1545990
Tax Id. Number

Board Chairperson

Date