
Education and Substance Treatment Services Agreement

The district wishes to enter into an agreement for the provision of educational and treatment services with Preferred Family Healthcare (PFH).

PURPOSE:

THIS AGREEMENT between *Preferred Family Healthcare (PFH)* (heretofore, the "Provider") and the (Student's Domicile School District) *Raytown Quality Schools (RQS)* located in 6608 Raytown Road, Raytown, MO 64133 is for the provision of Alternative Learning Experiences (ALEX) services to the district's grades 7-12.

The Provider has entered into this service agreement for ALEX services to be performed at:

PFH ALEX Site: 8333 Blue Parkway, Kansas City, MO 64133

TERM OF THE AGREEMENT:

This Agreement shall begin on July 1, 2018 and end on June 30, 2019, and shall include same services and agreement for summer school 2019, if applicable.

I. RESPONSIBILITIES OF PROVIDER OF EDUCATION AND TREATMENT SERVICES

- A. Documentation compliance with licensures, certifications, background checks, and other related information on pertinent staff shall be affirmed and attested by PFH. Provider shall be responsible for carrying professional liability and motor vehicle insurance on itself and any of its employees who perform services or who transport students pursuant to this agreement. Nothing herein shall constitute any waiver of Raytown Quality Schools' sovereign immunity pursuant to Missouri law, including but not limited to Section 537.600 *et seq.*, of Missouri Revised Statutes.

- B. Services rendered will include educational services for credit recovery and/or standard high school courses, individual, group, therapy/counseling sessions. Services may, also, include family therapy/counseling, case management with referrals, consultation, and advocacy. The student's legal guardian completes and submits an *ALEX Admission Form* to Provider who will then follow the established policies, practices and/or procedures for acceptance and permission to provide services (if applicable). For students admitted to the ALEX Center for services, PFH will follow the established policies, practices and/or procedures for discharge from the program.
- C. Teacher or Facilitator provides modifications and/or accommodations for students with an Individual Educational Plan (IEP) or a 504 Plan, provided and maintained by Raytown School District staff, as directed by a Special Services' Certified Educator. Signed releases for the exchange of information regarding student treatment plan and progress will be maintained by Provider and Provider shall communicate with other providers of service in order to facilitate continuity of care for the student. All communication, written and verbal, shall comply with applicable state and federal laws, including but not limited to FERPA, HIPAA>HITECH statues, regarding confidentiality. PFH will comply with state and federal laws and implementing regulations pertaining to students with disabilities (Section 504 of the Rehabilitation Act of 1973), special education (IDEA) and confidentiality of student records (FERPA).
- D. Provider's staff and/or contracted personnel shall conduct ongoing assessments of student educational status and sobriety and make appropriate recommendations for the indicated level of care or discharge from services. If a higher level of care need is identified (i.e., inpatient substance abuse treatment, hospitalization, alternative educational services, etc.) the student and his or her family shall be responsible for that treatment in order for the student to continue receiving services. Neither the school district nor the Provider shall be responsible for this higher level treatment. Notwithstanding anything contained herein, if a student is receiving services pursuant to an IEP or is on a Section 504 Plan, the IEP Team or Section 504 Team is responsible for such determinations.
- E. PFH staff and contracted personnel are mandated reporters under State Law, and as such shall report all suspected forms of child maltreatment. Immediately upon a report being made, provider shall give verbal notification to the student's principal and counselor of the action.

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- F. Provider shall offer educational and treatment services at the local PFH ALEX Site, without regard to student, race, gender, national origin, religious affiliation or lack thereof, economic status, or other factors prohibited by the district school.
- G. Provider shall be free to bill any source available to the student or family, private pay or insurance (if applicable) without obligation for the school district to pay for student treatment services.
- H. Provider shall submit the following reports/notifications to the school district:
- a. Attendance
 - b. Semester Grades and Course Completion
 - c. Discharge or Transfer of Student
 - d. Other (if applicable)
- I. PFH shall offer educational and treatment services at the local PFH site, without regard to student race, gender, national origin, religious affiliation or lack thereof, economic status or other factors prohibited by the district school.
- J. By signing this Agreement, PFH warrants that it is properly licensed to perform the services set forth in this Agreement. PFH agrees to indemnify and hold Raytown Quality Schools harmless for any injury, damages, claim or suit caused by or resulting from PFH's violation of its contractual responsibilities or violation of state or federal law while providing services pursuant to this Agreement. PFH further agrees to indemnify and hold Raytown Quality Schools harmless for any claims, costs, losses or damages arising out of or caused by PFH's or PFH's agents or employee's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.
- K. Prior to commencement of the work, PFH shall provide to Raytown Quality Schools a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in federal work authorization program with respect to the employees working in connection with this agreement. PFH shall also provide Raytown Quality Schools a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

II. Responsibilities of Student's Domicile School District

- A. The domicile school district will make payment to the Provider based on the *State Adequacy Target (SAT)* X the *Dollar Value Modifier (DVM)* divided by 174 (minimum # of school days in MO). This payment will be processed monthly after receipt of invoice from Provider accompanied with appropriate support documentation (attendance records).

$$(SAT) \underline{6,220} \times (DVM) \underline{1.084} = \underline{6,742.48} \div 174 = \underline{38.75}$$

- B. The students domicile school district will pay a percentage of the per day *Local Tax Effort (LTE)* (maximum 67% LTE paid to PFH allowing for district Claim Care, other billing agency or internal billing costs for the school district).

The *Local Tax Effort* :

$$\text{Local Tax Effort per ADA} = 5,273.45 \div 174 = 32.89 - \underline{24.66} \text{ (75\% of LTE is deducted)} = \underline{8.23}$$

Local Tax Effort % to be determined to the satisfaction of both parties.

$$\underline{38.75} + \text{b. } \underline{8.23} = \underline{46.98} \text{ Daily Rate}$$

- C. Invoices will be submitted to the domicile school district by the 5th of the following month and payment of that invoice to be made to the Provider within 15 business days of receipt.

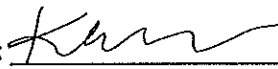
III. General Provision

- A. The parties agree RQS has contracted with PFH to outsource one or more institutional services or functions. The parties further agree that:
1. The functions performed by PFH would otherwise be performed by RQS through its own employees.
 2. PFH is under the direct control of RQS with respect to the use and maintenance of student education records.
 3. PFH is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personal identifiable information from education records.

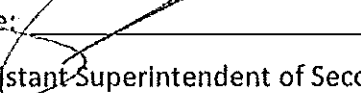
PFH will not disclose the student education records received from RQS to any other party without the prior written consent of the parent or eligible student. Furthermore, PFH will only use student education records received from RQS for the purposes set forth in this agreement.

- B. PFH is retained only for the purposes and to the extent set forth in this agreement, and its relationship to the Raytown Quality Schools shall be that of an independent contractor. The parties understand and agree that PFH is engaged in the operation of its own business and shall not be considered to be the agent or employee of Raytown Quality Schools. As a result, neither party has the general authority to enter into any contract, assume any obligation, or to make any warranties or representations on the behalf of the other.
- C. The terms of this agreement shall not be amended or modified except by prior mutual written consent of the Parties. This document is the entire agreement of the parties and shall be binding upon the organization and its members, trustees, shareholders, partners, employees, agents, successors, and assignees.
- D. This agreement shall be governed and construed in accordance with the laws of the state of Missouri.

Provider (PFH)

Signature: 
Title: Exec Vice President
Date: 5/30/18

School District (Superintendent)

Signature: 
Title: Assistant Superintendent of Secondary Ed.
Date: May 29, 2018