BATH COUNTY SCHOOL BOARD

AGENDA ITEM: INFORMATION { } ACTION { X } CLOSED MEETING { }

SUBJECT: SUPERINTENDENT'S REPORT - ACTION

Behavior Intervention Program (MES/VES) – Kim Brown

BACKGROUND:

The Behavior Intervention Program started several years ago as a result of Comprehensive Services Act's (CSA) long range planning committee suggestion. The idea from the committee was for the program to start at Valley Elementary School (VES), eventually running in both elementary schools and possibly in the high school.

Initially the program was paid for by Medicaid and CSA. It was run by the Rockbridge Area Community Services Board (RACSB).

In FY 2011 RACSB was no longer able to provide this service. Community Policy and Management Team (CPMT) took over the maintenance of the program paying for the program with CSA funds.

In FY2012 CSA funds were no longer available to pay for this service. CPMT requested funding for this program from the Bath County Board of Supervisors. Funding was granted. Upon new funding a Supervisory Board was created, Behavior Intervention Program (BIP) Board.

In FY2013, CPMT/BIP Board requested funding for this program for Valley Elementary School and Millboro Elementary School (MES). Funding was granted.

BIP Board is respectfully requesting permission to continue this program at VES and begin the program at MES.

Behavior Intervention Program highlights:

This program is designed to help children in the school setting who have significant behavior problems. The Behavior Intervention Specialist is not there as a disciplinarian but to process the inappropriate behaviors with the child after the school has taken the necessary disciplinary action. The Specialist works with the staff, teachers and parents, in an effort to correct the problematic behavior therefore reducing the risk of out of school placement.

RECOMMENDATION: Approval of the continuation of the Valley BIP program and the addition

of the Millboro BIP program.

June 25, 2012......AGENDA ITEM: <u>11-12:</u> 6.-G.

This CONTRACT, entered into as of the 1st day of August, by and between the Bath County Community Policy and Management Team, hereinafter referred to as the "CPMT, the Bath County Public School System, hereinafter referred to as "School", the Bath County Board of Supervisors and hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the Bath County Board of Supervisors hereby authorizes the CPMT authority to enter into and administrator a contract for the services designated herein and will have available sufficient funds provided by the Bath County Board of Supervisors to meet the costs of performance; and

WHEREAS, it is necessary to engage the Contractor to render certain services hereinafter described in connection with this contract; and

WHEREAS, the Contractor represents that it is duly able and willing to perform the services hereinafter described;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do mutually agree as follows:

I. EMPLOYMENT OF CONTRACTOR

The CPMT hereby agrees to engage the Contractor who hereby agrees to perform the services hereinafter set forth in connection with Behavioral Intervention Services at (VES or MES). Contractor understands that it is an independent contractor of the CPMT, and that neither Bath County nor the Commonwealth of Virginia is privy hereto or bound hereby

II. SCOPE OF SERVICES

- A. Contractor will work under the overall supervision of the CPMT with day-to-day and clinical supervision and support provided by the (VES-MES) Elementary School Principal, the Guidance Counselor and the Director of Special Education & Pupil Personnel Services. Contractor will provide behavioral intervention services at (VES or MES) Elementary for the children identified to be in need of this service. Services, to a maximum caseload of ten, will be provided daily during the regular school year. Contractor may participate in training activities related to the provision of behavioral intervention services as approved by CPMT.
- B. The CPMT/Bath Co. Schools agree to provide equipment, materials and facilities necessary to the Contractor's performance of this contract. Funds, designated for this contract which are unexpended at the end of the contract, may be used to purchase supplies, equipment and materials as deemed necessary by the CPMT for the use in this program.

III. TIME OF PERFORMANCE

The Contractor shall commence performance of the Contract on the _____ day of August, 2012, and shall complete performance on the last day of the school year.

IV. COMPENSATION

For its services, the Contractor shall be paid monthly, up to \$32,000.00 for the school year. All such payments shall be made on a case specific basis by CPMT from funds allocated for mandated services for the fiscal year (covered by Section III above) for services billed as specified for Behavioral Intervention Services.

V. CONDITONS OF PAYMENT

All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of the CPMT/School, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Contractor shall not receive payment for work found by the CPMT/School to be unsatisfactory, or performed in violation of any federal, state or local law, ordinance, rule or regulation.

VI. TAX WITHHOLDING AND FICA

From the compensation received, the Contractor shall be responsible for paying its own federal and state withholding and FICA. No amounts for tax withholding and FICA will be deducted by the CPMT from the compensation paid to the Contractor.

VII. ALLOWABLE EXPENSES

None. The contractor will be responsible for any licensure and/or liability insurance fees.

VIII. GENERAL PROVISIONS

Nothing in this contract shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Services contained herein. Furthermore, the Contractor shall not assign, sublet or subcontract any work related to this contract or any interest it may have herein without the prior written consent of the CPMT. Whether to grant such consent shall be at the sole discretion of the CPMT.

IX. LIABILITY

The Contractor shall indemnify and hold harmless the CPMT, Bath County School, Bath County Government and the Commonwealth of Virginia, and she applicable, its designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by the performance by the Contractor of its work pursuant to this contract.

X. DOCUMENTS AND OTHER MATERIAL

The Contractor shall maintain complete and accurate records pertinent to each case in the caseload as required by the CPMT. At any time during normal business hours and as often as the CPMT may deem necessary, the Contractor shall make available to the CPMT for examination all its records with respect to all matters covered by this contract and will permit the CPMT to audit, examine, and make excerpts or transcripts from such records, and to make audits of date related to all matters covered by this contract. All records of the Behavioral Intervention Services shall be the property of CPMT and shall be stored in the specialist office at (VES or MES).

XI. CONFIDENTIALITY

In performing this contract, the Contractor shall abide by all federal and state laws and regulations relating to confidentiality of records.

XII. NON-DESCRIMINATION

In performing this contract, the Contractor warrants that it will not discriminate against any person on account of race, color, sex, religious creed, age or national origin.

XIII. CONFLICT OF INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required to be performed under this contract.

XIV. RENEWAL

This contract is subject to renewal at the end of each school year and prior to the beginning of the subsequent school year.

XV. TERMINATION

Any party may terminate this contract without cause upon thirty (30) days written notice to the other parties, and with cause (breach of contract or other) immediately upon oral or written notice to the other parties, and such oral notice to be promptly followed by written confirmation. In the case of breach, the CPMT may give written notice to the Contractor specifying the manner in which the contract has been breached. If a notice of breach is given and the Contractor has not substantially corrected the breach within the time indicated in such written notice, the CPMT shall have the right to terminate this contract. In the event of rescission, revocation or termination, all documents and other materials related to the performance of this contract shall be remitted to the CPMT by the Contractor.

XVI. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Contractor and the CPMT/School. Any alterations, amendments or modification in the provisions of this contract shall be in writing, signed by the parties and attached hereto. This contract may be amended by CPMT as necessary upon prior written notice.

SIGNATURES

CONTRACTOR	BATH COUNTY COMMUNITY
	POLICY & MANAGEMENT TEAM
Ву:	By:
Date:	Superintendent
	Date:
	BATH COUNTY PUBLIC SCHOOLS
	By:
	Date:
	BATH COUNTY BOARD OF SUPERVISORS
	By:
	Date

VES/MES ELEMNTARY BEHAVIORAL INTERVENTION SPECIALIST

JOB DESCRIPTION

GENERAL STATEMENT OF RESPONSIBILITIES

The Behavioral Intervention Specialist is responsible for the direct implementation of behavioral interventions, therapeutic activities, psycho educational treatment, and case management duties for children that are enrolled in the school-based day-treatment services. The Behavioral Intervention Specialist's main duties will include, but are not limited to: case management, case documentation and consultation, education, providing behavioral interventions, and engaging in psychotherapeutic activities. The Behavioral Intervention Specialist shall maintain regular contact with the child's parent(s)/guardians(s) to discuss program specific and ensure communication of program goals.

Children and adolescents who are enrolled in day-treatment services have a mental, behavioral or emotional illness that results in significant functional impairment in major life activities. These direct services are provided at least one and one half hours but not more than three and one half hours per day individually or in groups of children and adolescents. These services are provided in the school setting at Valley/Millboro Elementary. Please see definition and expectations for indirect services in job description.

This position is a contract position of the Bath County CPMT subject to yearly negotiation and renewal. The contractor reports directly to the school principal or administrator in charge for day to day supervision. The school's Director of Special Education and Pupil Personnel Services will mentor this position and provide assistance with program implementation. Performance evaluations will be completed by the school's Director of Special Education and CPMT. The school guidance counselor will provide clinical supervision. The position is under the overall oversight of the CPMT. In carrying out the assigned job responsibilities the employee/contractor is required to exercise sound judgment, communicate clearly orally and in writing, follow established policies and procedures, demonstrate problem-solving skills, insure the safety of clients participating in program activities and their peers, and maintain a high degree of confidentiality.

MAJOR DUTIES

- 1. Develop and provide all behavioral interventions, therapeutic activities, psycho educational and mental health services to the children identified as in need of behavioral intervention services.
- 2. Complete thorough case documentation timely on all direct and client related services provided.
- 3. Consult directly with participant's parent(s)/caretaker, teachers, guidance counselors, administrators, and other school personnel on an on-going basis to

- facilitate exchange of information, coordination of treatment, and to maintain a positive working relationship in order to provide effective case management.
- 4. Participate in clinical treatment team meetings, FAPT, program assessment and training activities related to behavioral intervention services.
- 5. Complete and submit to CPMT Chair by the 5th of each month, documentation of hours worked and summary of services provided during the previous month.
- 6. Complete and submit to CSA Coordinator by the Wednesday before the FAPT meeting date each month, progress reports for the preceding month on each case under care.

QUALIFICATIONS

• EDUCATION:

- Possession of a Bachelor's Degree in a human services field from an accredited school and be credentialed as a Qualified Mental Health Professional (QMHP)
- KNOWLEDGE OF:
- Child and adolescent behavior and development
- Child and adolescent behavioral health and substance abuse symptomlogy
- Behavioral intervention techniques and strategies
- Community resources
- Clinical case management and service planning
- SKILLS IN:
- Behavioral health and substance abuse delivery for children, adolescents and families
- Providing psycho educational, behavioral, and therapeutic activities and interventions
- Written, oral and interpersonal communication
- Case management and case documentation
- Assessing and understanding social problems both exhibited by and faced by children and families
- Crisis intervention techniques
- Computer proficiency
- ABILITIES TO:
- Work effectively with clients of all ages
- Maintain confidentiality
- Work cooperatively with staff and other professionals
- Communicate effectively with clients and their families
- Manage multiple tasks and priorities

OTHER REQUIREMENTS

- Clear Child Protective Services Registry check
- Clear Criminal History Check
- Valid Virginia Drivers License
- Valid Social Security Number

- References
- State Application
- Resume
- Verification of appropriate liability insurance coverage(if applicable)

COMPENSATION

To be paid monthly, on or about the 20th of the month for the previous month based on case specific billing to CPMT for hours of service provided. Annual maximum of \$32,000.00 for 2012-2013 school year. Contractor is responsible for all taxes, licensure and insurance fees.

SIGNATURES:		
Contractor	Date	
CPMT Chair	Date	
Bath County Public Schools	Date	
Bath County Board of Supervisors	Date	