

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT  
AGENDA STATEMENT

No. 8 c.

MEETING OF June 14, 2023

Item Title:

CONSENT CALENDAR:

Motion to approve the offering of a special services contract to Lakemary Center, Inc., for educational support services for the 2023-24 school year (regular & ESY) per an Individualized Educational Plan.

REVIEWED BY:

Superintendent  
 Finance  
 Maintenance

SUBMITTED BY: Daniel B. Schuler (907) 247 2116

APPROVED FOR SUBMITTAL: \_\_\_\_\_  
Superintendent

**CONSENT CALENDAR** (*Matters listed under the "Consent Calendar" are routine and will be enacted by one motion and one vote. The appropriate motion is to: "I move to approve the Consent Calendar." There will be no separate discussion of the items under the Consent Calendar. If a Board member requests discussion, that item will be removed from the Consent Calendar and will be considered under "Unfinished Business."*)

**SUMMARY STATEMENT:**

The School Board is being asked to approve the offering of a contract for educational support services in accordance with an underlying IEP.

**ISSUE & BACKGROUND:** Board Policy 3312.00 states that contracts over \$25, 000 must be approved by the School Board on behalf of the district. KGBSD has had success contracting special services in the past few school years when it has been difficult to find local service providers.

**ATTACHMENTS:**

- Contract for educational support services

**RECOMMENDATION:**

Approval of offering contract for special services for the 2023-24 school year.

**FISCAL NOTE\***

N/A EXPENDITURE

REQUIRED \$ 76,220 (estimated amount for regular & ESY school year)

ATTACHMENT: Lakemary Center, Inc. proposed contract for services

**RECOMMENDED ACTION** (*Only if not approved as part of the Consent Calendar*):

"I move that the Board of Education **approve the offering of special services contract to Lakemary Center, Inc. for educational support services for the 2023-24 school year.**"

## Contract for Special Services

This contract ("Contract") is made effective by and between Ketchikan Gateway Borough School District ("Guarantor") and Lakemary Center, Inc. ("Lakemary"). For and in consideration of the promises, covenants, and agreements herein made and contained, the parties agree as follows:

**1. Services Provided.**

Guarantor agrees to pay Lakemary for the services marked below to be provided for \_\_\_\_\_ ("Student"). The School calendar provides additional information regarding the school terms. Education services are based on the Student's Individualized Education Plan ("IEP").

- Residential Treatment Services - Provided daily in accordance with guidelines established by the State of Kansas for Psychiatric Residential Treatment Facilities.
- Educational Services (Regular School Year) - Provided during the current standard school year, which commences in August and ends in May.
- Educational Services (Extended School Year) - Provided during the months of June and July, per the current school calendar.

**2. Contract Period.**

This Contract commences on the planned admission date or contract renewal date of 08/01/2023 through 07/31/2024.

**3. Rates.**

Lakemary rates for services are based on billable days, as defined in paragraph 4. The daily rates and estimated total charges are as follows:

	DAYS	SERVICE LEVEL	DAILY RATE	TOTAL
Residential		N/A		\$ 0.00
Education (Regular School Year)	178	Regular	\$370.00	\$65,860.00
Education (Extended School Year)	28	Regular	\$370.00	\$10,360.00
<b>TOTAL ESTIMATED CHARGES:</b>				<b>\$76,220.00</b>

Individual guarantors are expected to pay a deposit amount equal to one (1) full month's estimated charges as an advance on services, as outlined in paragraph 11 of this agreement. If applicable, that amount is as follows:

	DEPOSIT AMOUNT
Residential + Education Services	
Education (Day Student) Services	

4. **Billable Days.**

4.1 Residential - A billable day follows the model required by the State of Kansas regarding overnight attendance. Temporary absences, including home visits, will be included as billable days. In cases of hospitalization, the Student will be effectively discharged at the end of the seventh calendar day if the student has not returned.

4.2 Education - A billable day includes all days on the school calendar with planned student attendance. Temporary absences, including home visits, will be included as billable days. In cases of extended unplanned absences, such as hospitalization, the Student will be effectively discharged at the end of the fifth school day if the student has not returned.

5. **Discharge / Readmission.**

Students who are discharged from the program, including discharges arising from admission into another facility, will be considered for readmission under these Contract Tenns for the remaining contract tenn. Readmission is not guaranteed.

6. **Transportation and Home Visits.**

6.1 Initial Admission and Discharge Transport- Lakemary will coordinate with the referral source, school district, family, or other parties as needed to facilitate admission and discharge for residential students. Lakemary is not responsible for any costs related to initial admission or discharge transport.

6.2 Day Student Transport - If the Student is not admitted to the residential program, the Guarantor agrees to provide and pay for transportation for the Student to and from Lakemary.

6.3 Home Visits for Residential Students - Guarantor will be responsible arranging transportation and for all costs related to any home visits for Student if the Guarantor is responsible for the cost of residential services. If utilizing Lakemary staff for companion travel, the Guarantor will be responsible for these additional travel costs, which will include actual costs for transportation, lodging, and meals. The estimated costs of these items will be discussed with the Guarantor in advance and agreed in writing prior to any expense being incurred. Meal expenses for staff will not exceed the current Internal Revenue Service daily per diem.

Companion travel is defined as Lakemary staff accompanying a Student when required for the safety of the Student. Companion travel is subject to staff availability.

7. **Medical Expenses.**

7.1 Residential Students Only - Limited medical services are included in the daily residential rate, which includes psychiatric consultation, onsite wellness exams, onsite illness/injury management, and medication administration. Any medical service provided by and billable to an outside provider, including, but not limited to, pharmacy services, emergency medical care, lab/x-ray services, dental care, vision care, and specialist appointments, are the responsibility of Guarantor. Lakemary will provide Student insurance information, including commercial, Medicaid, and/or Medicare

coverage plans, to medical providers for billing purposes. Parent/Guardian is responsible for keeping current insurance on file with Lakemary.

Lakemary will provide transportation for routine care at no charge within fifty (50) miles of the Lakemary Paola campus. Emergency or secure transport needs are not provided by Lakemary, and Guarantor is responsible for any costs incurred for such services.

- 7.2 Day Students Only - Lakemary will not be responsible for any medical needs outside of Student's Individualized Education Plan (IEP). Lakemary does not provide medical appointment transport for day students.

## **8. Staff, Materials, and Supplies.**

Lakemary will provide the personnel and supplies necessary to implement the services, goals, and objectives specified in the Student's Treatment Plan and/or IEP. Lakemary considers communication and other electronic devices to be specialized equipment and subject to the conditions of paragraph 10.

## **9. Meal Expense.**

9.1 Residential Students Only - All expenses for the Student's regular meals are included. Lakemary will make reasonable accommodations for specialized diet needs. If the Student requires a specialized diet beyond Lakemary's resources, as determined by Lakemary, any additional cost is the responsibility of the Parent/Guardian.

9.2 Day Students Only - All expenses for the Student's breakfast and lunch are the responsibility of the Student's parent/guardian. Lakemary will bill parents/guardians for these expenses monthly. To assist families, Lakemary participates in the State of Kansas free/reduced meal program.

## **10. Specialized Services and Equipment.**

The base rate specified in this Contract includes the specialized services as published in the Lakemary Psychiatric Residential Treatment Facility Special Services guide. Additional specialized services (e.g., sign language), specialized equipment (e.g., tablet devices), and optional evaluations (e.g., testing with an outside provider) are not included in the base rate. The examples here do not constitute an all-inclusive list of additional specialized services, equipment, or evaluations. The need for any such specialized services or equipment will be determined at the Student's IBP team meeting and/or residential treatment team meeting. The Guarantor will be responsible for the cost of such items. Lakemary does not provide homebound or home-based services under this Contract.

Lakemary is not responsible for providing non-Kansas state assessments. If the Student requires state assessments, it is the Guarantor's responsibility to administer the assessment or waive the requirement.

## **11. Financial Arrangements.**

Lakemary requires prompt payment for residential and educational services. All invoices are provided through a secure file-sharing platform (Sharefile). It is the Guarantor's responsibility to retrieve and process invoices in a timely manner.

Lakemary will provide an invoice at the beginning of the month for the prior month's services and will retain the initial deposit during the contract term to be applied to the final month's services. Payment is required on the 10<sup>th</sup> of the month for the previous month.

As noted in paragraph 3 of this agreement, individual guarantors are expected to pay a deposit amount equal to one (1) full month's estimated charges as an advance on services. Deposit payments may be submitted via wire transfer or cashier's check and must be received prior to admission.

**12. Private Insurance.**

If Student is admitted for residential services, Lakemary will make a reasonable attempt to authorize residential services under the Student's private insurance, if any, and if permitted by the insurance policyholder, such as the Student's parent/guardian.

For individual Guarantors, permission to bill private insurance, if any, is granted under the terms of this Contract unless specifically revoked in writing.

If the Guarantor is an agency, school district, or a party other than the family/guardian, it is the Guarantor's responsibility to obtain the policy holder's permission in writing and provide it to Lakemary if this provision is exercised.

If authorized, services will be submitted to the private insurer for payment and any payments received will be applied to the outstanding balance on Guarantor's account. Lakemary is under no obligation to contract with any private insurance company.

**13. Lakemary Responsibilities.**

In performing its obligations pursuant to this Contract, Lakemary will have sole responsibility to:

- 13.1 Provide all necessary Kansas licensed personnel (e.g., teachers, therapists, nurses, etc.), administrators, and service providers for the educational and (if applicable) residential program(s).
- 13.2 Provide necessary and appropriate educational and/or residential treatment facilities.
- 13.3 Create and maintain all necessary records as required by Kansas and Federal law, including enrollment forms; and obtain necessary student education records from educational institutions formerly attended by the Student.
- 13.4 Submit to and cooperate with any audits requested by regulatory agencies.
- 13.5 Guarantor shall have the right to access and receive Student's educational and treatment records and reports, including site visitations. Lakemary shall provide Guarantor with requested Student information and/or allow site visitations within seven (7) business days of the request.
- 13.6 Maintain the Student's overall safety and welfare in accordance with licensing requirements and regulations promulgated by the State of Kansas while the Student is admitted to Lakemary.

**14. Guarantor Responsibilities.**

Guarantor represents the information provided on admission documents, verbally or on any other form regarding the Student is complete and accurate. Failure to provide accurate background information may cause a delay in the admission process and may be considered a breach of this Contract. Guarantor is fully responsible for charges applicable to them under this Contract.

Guarantor is expected to be an active participant in the student's educational and/or treatment team. This includes discharge planning.

**15. Grievance / Appeal Process.**

Guarantors, Student, and/or Student's parents/guardians have the right to express a grievance and are entitled to a response concerning the grievance. Grievances may be submitted either verbally or in writing. If the Guarantors, Student, and/or Student's parents/guardians wish to submit a complaint or grievance, the process is as follows:

The grievance should be submitted to the PRTF Clinical Director for residential concerns or School Principal for educational concerns. A response can be expected within five (5) business days.

If the PRTF Clinical Director or School Principal were unable to address the concern, grievances may be escalated to the Vice President of Children's Services. A response can be expected within five (5) business days following the grievance communication.

If the concern is still unresolved, a meeting may be requested with Lakemary's President/CEO. A final determination will be made within five (5) business days of this meeting.

If a written response is requested by the Guarantors, Student and/or Student's parents/guardians, the CEO/President, along with program staff, will gather information and prepare a final response to the grievance within thirty (30) working days. If it is not possible to prepare a final response within thirty (30) days due to the nature of the matter, Lakemary will send a continuation notice to the parties involved and provide an estimated final response date.

**16. Termination.**

This Contract may be terminated at any time by mutual consent of both parties. An effective termination may occur based on the Student's status. Examples of effective termination include enrollment in another school district or discharge from the residential program outside of Lakemary's educational service region.

Either party may terminate this Contract, with or without cause by providing thirty (30) calendar days prior written notice of termination to the other party.

Either party may terminate this Contract in the event of a material breach by the other party, providing that the non-breaching party provides a written notice specifying the nature of the breach to the breaching party and the breaching party fails to cure such breach within thirty (30) calendar days of the date of such notice.

**17. Breaches and Remedies.**

The failure of either party at any time or times to require performance of any provision hereof shall not constitute or be deemed a waiver of any term or obligation, or affect in any manner the right of such party to enforce the same at a later time.

**18. Miscellaneous.**

- 18.1 This Contract contains and constitutes the entire agreement of the parties regarding the subject matter hereof. This Contract may only be amended, modified, superseded, canceled, renewed, or extended, and any terms and provisions hereof waived, by a written instrument executed by both parties.
- 18.2 This Contract shall be interpreted and enforced according to the laws of the State of Kansas applicable to agreements made and to be entirely performed in Kansas. Any action to enforce this Contract or any right or obligation in any way arising or relating to the performance of this Contract shall be brought and pursued to completion in the State of Kansas.
- 18.3 This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- 18.4 The provisions of this Contract are intended to be for the sole benefit of the parties hereto and their respective successors and assigns. None of the provisions of this Contract are intended to be, nor shall they be construed to be, for the benefit of any third party.
- 18.5 The language used in this Contract shall be deemed to be the language chosen by both parties to express their mutual intent and no rule of strict construction against either party shall apply to any term or condition of this Contract. In the event, any ambiguity is found to exist in the interpretation of this Contract, or any of its provisions, the parties, and each one of them, explicitly reject the application of any legal or equitable rule of interpretation that would lead to the construction of either "for" or "against" a particular party based upon their status as the drafter of a specific term, language or provision giving rise to such ambiguity.
- 18.6 All notices required or permitted by this Contract shall be in writing addressed to the respective parties set forth below at the Guarantor's published business address or private residence address provided during admission; and shall be delivered by hand or by registered or certified mail, postage prepaid.
- 18.7 The invalidity or unenforceability of any provision of this Contract, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Contract or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Contract.
- 18.8 All professional staff will be licensed in the state in which the Student is provided services. Proof that a professional staff member is currently licensed will be provided upon the request of Guarantor.

18.9 Guarantor is responsible for providing the contact information (e.g., name, email, phone number) for each of the following responsible parties within the contracting organization/agency: Billing/Invoicing; Contracting; Case Management; Special Education Director. If any of the person(s) in these roles change, Lakemary requires written notification to the Controller's office within thirty (30) days.

Notices to Contractor shall be addressed to:

Contact Name/Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Notices to Guarantor shall be addressed to:

Sarah Base, Director of Admissions and Business Development  
Lakemary Center, Inc.  
100 Lakemary Drive  
Paola, KS 66071  
Phone: 913-538-4516  
Email: sarah.base@lakemary.org

**Guarantor:**

\_\_\_\_\_  
(Name- Signed)  
\_\_\_\_\_  
(Name - Printed)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**Lakemary Center, Inc.:**

\_\_\_\_\_  
(Name -Signed)  
\_\_\_\_\_  
(Name - Printed)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)