

**INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota**

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: September 24, 2018

SUBJECT: Headway Emotional Health Services Contract


ORIGINATING DEPARTMENT: Special Services

APPROVAL OF ADMINISTRATIVE COUNCIL MEMBER: Jennifer McIntyre
Executive Director of Special Education 

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves Headway Emotional Health Services to provide family community support and mental health services to students enrolled in special education identified as seriously emotionally disturbed and their families as defined in MS 245.4871, subdivision 6. This contract is for the period of August 27, 2018 through June 14, 2019.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

The provisions of this contract stipulate Headway Emotional Health Services will provide intensive mental health services to students enrolled in special education with severe emotional behavioral disorders. These services enhance the District's capacity to meet the unique educational needs of the students served from early childhood through age 21.

The contract provides Independent School District 271 with 13,356 hours of mental health services from August 27, 2018 through June 14, 2019 and the cost will total \$1,102,537.80. State special education aid and other revenue sources make this contract cost neutral to the general fund.

This is a contract renewal. Due to a change from an emotional health worker model to a therapist lead model there was a delay in the final approval process between the two agencies.

The District's legal counsel and the District's insurance agent of record have reviewed this document.

**CONTRACT FOR SERVICES BETWEEN
HEADWAY EMOTIONAL HEALTH SERVICES
AND INDEPENDENT SCHOOL DISTRICT #271 (Bloomington)**

This Contract is made the 27th day of August 2018 between Headway Emotional Health Services (Headway), Richfield, Minnesota, a Minnesota registered nonprofit company with the State of Minnesota Attorney General and Independent School District #271 (District), Bloomington, Minnesota.

PURPOSE

The purpose of this Contract is to provide mental health services and family community support to students enrolled in special education experiencing serious emotional disturbances. These services will be provided within their own school settings. Services provided to students in PK-12 classroom may receive services in the community and home in a collaborative effort with school staff. School facilities where services are provided shall be equivalent to the regular school program, provide an atmosphere conducive to learning and meet the student's special physical, sensory and emotional needs. (MN Rule 3525.1400)

TERM OF THIS CONTRACT

The term of this contract shall be from August 27, 2018 through June 14, 2019.

SERVICES TO BE PROVIDED

Headway agrees to provide family community support and mental health services to students enrolled in special education identified as seriously emotionally disturbed and their families as defined in MS 245.4871, subdivision 6. The related support services provided are required to assist students with disabilities to benefit and make progress on IEP goals and/or to access general education curriculum.

K-12 Services:

Services for students in K-12 are individualized and include but are not limited to:

- Inter and intrapersonal skill building and parent education
- Behavior management plans
- Consultation with school and community program personnel
- Supportive home visits
- Crisis intervention
- Helping families locate other community programs
- Development of leisure and recreation skills
- Coordination of treatment planning around students' individual education plans (IEP's)

Seven Headway staff will be assigned to provide 11,760 (210 days * 8 hours * 7 staff) hours of service from August 27, 2018 through June 14, 2019 (210 days) at seven classrooms in four Bloomington Public schools. The bulk of this service will be in the classroom with time allotted for family visits. In addition, Headway will provide weekly supervisory support to the assigned staff. The bulk of this service will be in the classroom with time allotted for family visits. In addition, Headway will provide weekly supervisory support to the assigned staff.

Services specific to individual students will be documented on the service grid in the adaptations section of the IEP. The need for these services will be documented in the students' IEP with supportive assessment information contained in the student's evaluation report.

Early Childhood Special Education Services:

Classroom based services for children between the ages of 3 and 5 enrolled in the Early Childhood Special Education Program include but are not limited to:

- Inter and intrapersonal skill building and parent education
- Support for students struggling with participation-interfering behaviors
- Behavior management plans
- Support to the classroom instructor
- Consultation with school program personnel

One Headway staff will be assigned to provide 4 hours a day for 194 days (776 hours) of service from September 4, 2018 to May 31, 2019 at one classroom at Pond Center. These services will be provided in the classroom. In addition, Headway will provide a weekly supervisory support to the assigned staff.

Transition Center Services:

Case Manager/Mental health Practitioner will work with students ages 18 -21 who are enrolled in at the Transition Center 20 hours a week. Services will include but are not limited to:

- Inter and Intrapersonal skill building
- Small group facilitation focusing on social communication/skills
- Community agency resource assistance
- Individual & Group therapy

One Headway staff will be assigned to provide 4 hours a day for 205 days (820 hours) of service from September 4, 2018 to June 7, 2019 at Bloomington Transition Center. These services will mostly be provided at the Transition Center. In addition, Headway will provide a weekly supervisory support to the assigned staff.

The entire cost for these services to the District is:

\$970,788.00 for K-12 (11,760 Hrs)

\$64,058.80 for Early Childhood Special Education (776 Hrs)

\$67,691.00 for Transition Center (820 Hrs)

\$1,102,537.80 Total

PERSONNEL

Headway has exclusive control and the right to hire and discharge any personnel rendering services under this Contract. Headway will be solely responsible for the payment of wages, taxes and other related services rendered under this Contract by Headway personnel.

The Headway employees shall have Department of Education licensure or be members in good standing of professional organizations that regulate the conduct of its members and set standards for that profession (MN Rule 3525.1550). The license or credentials must be appropriate for the functions the person is performing.

Headway will provide the district copies of the appropriate license, certification and or qualifications from the professional organization recognizing the service provider's qualifications to perform the service. The district will retain copies of these credentials for compliance and review purposes.

Headway shall maintain liability insurance, unemployment and workers' compensation insurance on itself and employees in amounts satisfactory to the District and which are reasonable and customary for the services contemplated under this Contract.

District agrees to not actively recruit Headway personnel employed under this Contract.

It is agreed that Headway will provide copies of liability and indemnity insurance to protect the District against claims relating to the acts of the Consultant. Such policies will provide advance notice to the District in case of cancellation.

COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Headway's policy is to provide equal opportunity to all employees and applicants for employment in accordance with all applicable EEO/AA laws, directives and regulations of Federal, State and local governing bodies or agencies thereof, specifically Minnesota Statutes 363.

Headway will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, marital status, affectional/sexual preference, membership or activity in a local human rights commission, disability, age, public assistance status or ex-offender status (Headway will consider job relatedness of an offense and evidence or rehabilitation in determining whether to reject an applicant for reasons of a criminal record).

Headway and its agents agree to abide by all the rules, regulations, and laws of the State of Minnesota and the United States and all of the provisions of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

OTHER CONDITIONS

District agrees to provide Headway appropriate client access and information relevant to providing the stated family community support services.

Headway also agrees to submit requested paperwork identifying services, hours and students served and types of service that is required by the Minnesota Department of Education in order for District to receive reimbursement for said services.

Headway staff shall keep the necessary evidence of the various activities performed under this Contract so that Headway and the District can evaluate the effectiveness of the services performed.

The district Director of Student Services or designee shall supervise the contracted services provided by Headway. The district is responsible for assuring the contract services provided by Headway meet federal and state special education legal standards.

This Contract shall be governed by the laws of the State of Minnesota.

COST AND CONDITION OF PAYMENT

District agrees to remit to Headway up to a total of \$970,788.00(nine hundred seventy thousand, seven hundred and eighty-eight dollars) for the purpose of the K-12 portion of this contract

District agrees to remit to Headway up to a total of \$64,058.80 (Sixty four thousand fifty eight dollars and eighty cents) for the purpose of the early childhood portion of this contract.

District agrees to remit to Headway up to a total of \$67,691.00 (Sixty seven thousand six hundred ninety one dollars) for the purpose of the transition center portion of this contract.

The payments to be paid in ten equal installments of \$110,253.78(One hundred ten thousand, two hundred fifty three and seventy eight cents) for a total of \$1,102,537.80(One million, one hundred twenty-five thousand, six hundred fifty one and eighty cents)

Headway shall submit an invoice to the District by the 10th of each month. District shall remit payments to Headway by the 25th of each month.

DATA PRIVACY

This contract is governed by the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, or any other applicable state statutes and state rules adopted to implement the Act, as well as Federal statutes and regulations related to data privacy. Headway agrees to be governed

by the same provisions of the Minnesota Government Data Practices Act as the District. Headway acknowledges that all records on students and employees are protected under the Minnesota Government Data Privacy Act and federal acts relating thereto, and cannot be released to any third party except as according to law. Headway agrees that should any such private or confidential information become known to Headway or its employees, it will not reveal such information to any third party, and also agrees that it will abide by all of the terms of the state and federal privacy acts in the performance of this Agreement.

HOLD HARMLESS

District agrees to indemnify and hold Headway harmless to the extent of the law from any and all claims, demands, costs and expenses, including reasonable attorney’s fees, which arise from any act, failure to act or negligence of the District, its agents or employees, related in any way to performance of its obligations imposed under this Contract. All liability for torts shall be limited to the statutory limits provided in M.S. 466.04 as amended or to the District’s Insurance coverage for Torts which is greater. All liability hereunder is limited to the policy limits and coverage of the District’s insurance policies relating thereto.

Headway agrees to indemnify and hold the District harmless to the extent of the law from any and all claims, demands, costs and expenses, including reasonable attorney’s fees, which arise from any act, failure to act or negligence of Headway, its agents or employees, relating to Headway’s performance of its obligations pursuant to this Contract.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof.

AMENDMENT, TERMINATION AND RESTRICTIONS

The parties acknowledge that this Contract comprises the entire agreement between the District and Headway, and integrates any prior communications about the subjects of this Contract. Any material alterations, variation, modification or waivers of provisions of this Contract shall only be valid when they have been reduced to writing as an amendment to this Contract and signed by the parties hereto.

This agreement may not be assigned or transferred without the written consent of the other party. In case of default by either party, the non-defaulting party may immediately terminate the contract and take any action allowed by law to obtain damages, costs and attorney fees caused by such default. Either party may terminate this agreement for any reason upon sixty (60) days written notice to the other party.

All notices to be given under the provisions of the Contract shall be given to Headway and to the District at the addresses listed below. Either party may amend its address for the purpose of this provision by giving a written notice to the other party. Nothing herein contained shall be construed as implied consent, an arrangement, or an agreement for the solicitation of clients for referral to Headway, nor shall either Headway or the District be permitted to advertise or promote the other without express permission to do so. Written approval concerning Headway must be obtained through the Executive Director. Headway expressly reserves the right to enter into other or similar arrangements with other groups or entities.

Independent School District #271
1350 West 106th Street
Bloomington, Minnesota 55431

(Name) please print or type

(Authorized Signature)

(Title)

(Date)

Headway Emotional Health Services.
6425 Nicollet Avenue South
Richfield, Minnesota 55423

Patrick Dale

(Name) please print or type

(Authorized Signature)

CEO

(Title)

(Date)