

**INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota**

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: September 24, 2018

SUBJECT: Headway Ancillary Contract


ORIGINATING DEPARTMENT: Special Services

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

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the contract with Headway Emotional Health Services to provide facilities, ancillary support and collaborative services to Bloomington Public Schools. 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 facilities, ancillary support and collaborative services to Bloomington Public Schools. The District will provide facilities, custodial services, a telephone line, telephone, clerical support (telephone answering, copying and occasional typing) and professional staff collaboration for the purposes of Headway staff delivering mental health support services within the District.

Headway Emotional Health Services agrees to pay the District a total of \$551,268.90 for the purpose of this contract. The payment will be paid in ten equal installments of \$55,126.89 due on the first of every month beginning October, 2018 and ending July, 2019.

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 contract.

**CONTRACT FOR FACILITIES, ANCILLARY SUPPORT AND
COLLABORATION 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, 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 for the District to provide school facilities, ancillary support and collaborative services for mental health services delivered by Headway within the District. The facilities 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.

FACILITIES, ANCILLARY SUPPORT AND CONSULTATION SERVICES TO BE PROVIDED

The District agrees to provide facilities, custodial services, a telephone line, telephone, clerical support (telephone answering, copying and occasional typing) and professional staff collaboration for the purposes of Headway staff delivering mental health support services within the District.

COST AND CONDITION OF PAYMENT

Headway Emotional Health Services agrees to pay the District a total of \$551,268.90 (five hundred fifty one thousand, two hundred sixty eight dollars and ninety cents) for the purpose of this contract. The payment to be paid in ten equal installments of \$55,126.89 (fifty-five thousand, one hundred twenty six and eighty nine cents). In return, the District will provide facilities, ancillary support, nonviolence crisis prevention intervention training and collaborative services for the purposes of Headway's delivery of mental health support services as described in the attached Contract for Services between Headway Emotional Health Services and Independent School District # 271 for the term of this contract. These payments are due on the first of every month beginning October, 2018 and ending July, 2019

The breakdown of expenses associated with the facilities, ancillary support and collaborative services are as follows:

<u>Item</u>	<u>Cost</u>
Facilities Approximately X 3800 x \$20.00 per sq ft.)	\$ 77,000
Ancillary Support \$3800 per sq ft. x \$11 for custodial services, telephone line, telephone, computer access, clerical support, telephone answering, copying, occasional typing)	\$ 42,350
Collaborative Services (5,770 hours of collaboration at \$74.85 per hour by district staff (i.e., teachers, counselors, assistant principals, principals)	\$ 431,918.90
Total	\$ 551,268.90

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 Emotional Health Services 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, related 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.

OTHER CONDITIONS

To fund this contract, both parties acknowledge Headway Emotional Health Services will pursue reimbursement from various health care payers.

The laws of the State of Minnesota shall govern this contract.

AMENDMENT, TERMINATION AND RESTRICTIONS

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 Emotional Health Services 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 Emotional Health Services, 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 Emotional Health Services must be obtained through the Executive Director. Headway Emotional Health Services expressly reserves the right to enter into other or similar arrangements with other groups or entities.

Independent School District #271
1350 W. 106th Street
Bloomington, Minnesota 55431
952/681-6504

Headway Emotional Health Services
6425 Nicollet Avenue South
Richfield, Minnesota 55423
952/861-3446

(Name) please print or type

Patrick Dale

(Name) please print or type

(Authorized Signature)

(Authorized Signature)

(Title)

CEO

(Title)

(Date)

(Date)