


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: September 24, 2018

SUBJECT: Agreement with Water's Edge Counseling and Healing Center


ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melbye, Ed.D. 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the agreement with Water's Edge Counseling and Healing Center to provide services at Jefferson High School, Olson Middle School and Indian Mounds Elementary for the 2018-2019 school year.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

This agreement is a renewal.

This agreement provides third party, tier three, mental health support for students in need at Jefferson High School, Olson Middle School and Indian Mounds Elementary.

The District's legal counsel and insurance carrier of record have reviewed this agreement.

AGREEMENT FOR COUNSELING SERVICES
Thomas Jefferson High School, Olson Middle School, and Indian Mounds Elementary
2018-2019

This Agreement is entered into by Independent School District No. 271, 1350 West 106th Street, Bloomington, MN 55341 ("District) and Water's Edge Counseling & Healing Center (PLLC) , 14551 Judicial Road, Suite 100, W., Burnsville, MN 55306 ("WECHC"), for purposes of providing counseling services to students in District.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Services Provided

WECHC agrees to provide youth and family counseling services to referred District students experiencing personal and family problems that are interfering with their education and daily functioning. District will refer Thomas Jefferson High School, Olson Middle and Indian Mounds Elementary students for services. Based upon expected student referrals, it is anticipated that WECHC will provide services (1/2) to one days(s) per week at each listed school. All services will be provided on either Tuesday or Thursday through school calendar contract year. Services will be phased in based upon referrals. Due to the nature of the services provided, appointments will be scheduled on the clock hour or every 45 minutes (to be determined by WECHC provide) and will not be according to the class times. In the event that a referred student does not receive service due to inadequate insurance or inability to pay, WECHC agrees to notify the school counselor/social worker in the building where the student is enrolled with the appropriate release of information from the client.

Services will be provided through licensed social workers, psychologist and counselors or masters or doctorate prepared mental health practitioners working under the supervision of a licensed social worker or therapist ("counselors") employed by WECHC. Services will include, but are not limited to: diagnostic assessment, individual counseling; parent guidance and support; and coordination and consultation with school staff.

Services provided shall be mental health counseling services and shall not be characterized by WECHC or its assigned counselors as educational services or part of any referred student's program of regular or special education.

Services will be provided on site at each listed school. Each listed school will identify appropriate office space for the services. WECHC must approve of identified office space. Office space will be in reasonable distance of the guidance counselor/social work offices and will be furnished with a functioning phone, locked filing cabinet and desk and appropriate chairs. Each school will provide support staff to assist in scheduling and then locating students at the time of their scheduled service. WECHC s shall not transport District students referred under this agreement.

School Counselors (Jefferson and Olson) and School Social Worker (Indian Mounds) will be responsible for identifying students in need of such services, will make the initial contact with the student's parents and discuss the reason for the referral, and will provide the parents (or Legal Guardians) the contact information for WECHC. Only, after parents have called WECHC, registered their child and completed all necessary paperwork, will the identified student be able to be scheduled with the provider. Once this paperwork and registration is completed, WECHC assistants will alert the provider that they may schedule the identified student. WECHC provider will then work with the assistant to schedule the identified student.

WECHC shall complete and submit a log documenting the number of sessions and location of WECHC services provided to District students referred under this Agreement. Separate logs will be kept for each of the schools. The log for the school will be submitted at regular intervals three times during the school year to the respective Counseling/Social Work Office of each school.

Non-solicitation

Facility agrees that it will not solicit any WECHC Counselors to become employees of the Facility or to become consultants to the Facility for services outside the terms of this Agreement. Facility agrees to not enter into any business arrangement with any WECHC employee or independent contractor at any time during the term of this Agreement and for a period of twelve (12) months following termination of this Agreement for any reason

II. Staff Training, Background and Employment

WECHC warrants that all counselors providing services to referred District students shall be licensed social workers or therapists or masters or doctorate prepared mental health practitioners working under the supervision of a licensed social worker or therapist. All counselors shall be appropriately trained for the services rendered.

WECHC warrants that all assigned counselors have been the subject of a satisfactory background inquiry under Minnesota Statutes § 604.20-604.205.

WECHC hereby agrees that all assigned counselors shall submit to a criminal background study pursuant to 123B.03, administered by District. Assigned counselors will arrange the background check with the District's Human Resources Department before commencing service under this Agreement.

It is the intention of the parties that WECHC, its employees, principals and agents, shall be considered to be the independent contractor of District. Nothing in this Agreement shall be construed to make any assigned WECHC counselor an employee of District.

III. Data Privacy

WECHC certifies that all assigned therapists shall be instructed on the private nature of information related to students of District.

A. Data Practices and the Family Educational Rights Privacy Act (FERPA).

WECHC certifies that assigned therapists have been instructed on the private nature of information related to students of District 271.

Each party will be responsible for any data that it creates or maintains and will comply with state and federal law requiring the acquisition of data, the storage of data, the release of data and the destruction of data. WECHC shall not be considered to be a "school official" and its records shall not be considered "educational records" under state or federal law.

Any student data, records or recorded information in the possession of District is classified under the Family Educational Records Privacy Act (FERPA) and the Minnesota Data Practices Act. Those records may not be shared with any person or entity without the written consent of the parent, guardian or adult student as required by state and federal law.

B. Informed Consent and Data Sharing.

WECHC will require that students under age 18 years of age will have the written, informed consent of their parent or guardian before WECHC provides any services. Students ages 18

years of age and older will sign a written informed consent before services are rendered. WECHC will take any other action that it requires to take before rendering any services.

WECHC must have written authorization to share private student or family information with District employees and District must have written authorization to share private student information with WECHC. District and WECHC will collaborate on a single authorization form that obtains both authorizations. Upon referral of a new student to WECHC, parents and adult students will be asked to sign the authorization form. In addition to seeking permission for the exchange of information, the authorization will also explain that WECHC and all assigned therapists are not school officials and WECHC records are not educational records subject to District authority. WECHC counselors must have separate written authorization or otherwise comply with current law before sharing information with school resource officers.

C. HIPAA.

Each Party is responsible for compliance with HIPAA if that entity is a "covered entity" under HIPAA. Nothing in this Agreement shall be construed to require compliance with HIPAA by District where it otherwise would not be a "covered entity".

IV. Term

This Agreement shall be effective for the 2018-2019 school year. The parties may mutually agree to renew this Agreement in writing on an annual basis.

V. Termination

Any party to this Agreement may elect to terminate this Agreement by providing 30 days written notice to the contact persons identified in Section XIV of this Agreement. If the District is not able to provide WECHC with a full case load within 4 weeks of start date and to provide WECHC with ongoing referrals to maintain a full caseload, WECHC has the right to reduce the number of hours of service provided at each site or to terminate the contract immediately.

VI. Service Fees and Contract Payments

As consideration for this agreement, District will provide WECHC with student referrals and office space at each school listed for WECHC to use when conducting counseling with referred District's students.

Compensation for the counseling services provided under this agreement will come from student health insurance or third party billing and co-pay invoicing administered by WECHC. The parties agree that WECHC is solely responsible for the administration of the invoicing process and District shall have no responsibility for facilitating or administering this process or making any payment for services.

VII. Insurance and Indemnity

WECHC shall maintain insurance coverage to cover any claims arising out of the services provided under this Agreement and naming District as an additional insured for purposes of claims arising out of services provided under this Agreement. A certificate evidencing insurance obtained by WECHC shall be furnished to District upon request. WECHC shall carry the following minimum insurance coverage in a form acceptable to District at WECHC' expense during the term of this Agreement.

- Professional Liability Insurance, \$1, 000,000 per occurrence, minimum and 2,000,000 aggregate.

- District will be listed as an additional insured on WECHC insurance policies with respect to claims related to the services provided under this Agreement. Said insurance shall be primary and noncontributory notwithstanding any similar insurance carried by District.

VIII. Non-Discrimination

The parties shall not discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, familial status, public assistance status, membership or activity in a local human rights commission, veteran status, or sexual orientation.

IX. Successors

All covenants, stipulations and promises in this Agreement will be binding upon and insure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. WECHC does not have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of District. Any prohibited assignment will be null and void.

X. Governing Law

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota. All parties agree to abide by, conform to, and comply with all applicable laws of the United States of America, the State of Minnesota and local ordinances.

XI. Waivers

No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof.

XII. Amendments

This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except by a written instrument signed by all parties or as provided in Section V, Termination.

XIII. Entire Agreement

This Agreement constitutes and expresses the entire agreement and understanding between the parties relative to the services provided by WECHC. This Agreement supersedes all other prior agreements between the parties.

XIV. Notices

Any notices required by this Agreement shall be sent to the following contact persons for the respective parties:

WECHC

Kimberly K. Bushman, PhD, LP, President
 Water's Edge Counseling & Healing Center
 14551 Judicial Road Suite 100
 Burnsville, MN 55306

Independent School District

District # 271
 1350 West 106th Street
 Bloomington, MN 55431

XVI. Auditor Requirement

The books, records, documents and accounting procedures and practices of WECHC, that are relevant to services provided under this Agreement, are subject to examination by District and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years, pursuant to Minnesota Statute § 16C.05, subd. 5.

XVII. Student Bullying

WECHC agrees that it has received a copy of District's policy prohibiting student bullying and that it will report any observed student bullying to the designated administrator in each school building.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

WECHC

Date: _____ By: _____
Kimberly K. Bushman, PhD, LP, President

Independent School District No. 271

Date: _____ By: _____
Les Fujitake, Superintendent