


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: April 8, 2019

SUBJECT: Contractual Agreement between Washburn Center for Children and Independent School District 271


ORIGINATING DEPARTMENT: Academic Services

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

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the contractual agreement between Washburn Center for Children and Independent School District 271.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

BACKGROUND:

The School Board approved a contractual agreement with Washburn Center for Children, August 27, 2018 for services at six schools effective July 1, 2018 to June 30, 2019. Indian Mounds is being added as a site. Because of the timing, the District will not be charged for the remainder of this school year (March 1, 2019 to June 30, 2019). The contract with Washburn Center for Children for the 2019-2020 school year will include Indian Mounds for a total of seven schools.

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



CONTRACTUAL AGREEMENT
between
WASHBURN CENTER FOR CHILDREN
and
INDEPENDENT SCHOOL DISTRICT 271
(of Hennepin County)

This Agreement is between Washburn Center for Children a (501c3) non-profit organization based out of, 1100 Glenwood Avenue, Minneapolis, MN 55405, hereafter referred to as "WCC" and Independent School District 271, Hennepin County, MN, hereafter referred to as "SCHOOL."

A. Relationship

WCC and SCHOOL agree that their relationship is that of independent contractors and not that of employer or principal and agent. This agreement does not designate either as an agent of the other, nor does it designate or imply an employment relationship, partnership, agency or joint venture. This Agreement is not exclusive to either party.

B. Objective

The objective of the agreement is to provide clinical mental health assessment and therapy, care coordination, and other ancillary services to Independent School District 271 students outside of the educational model. These services should be available on school sites as defined and provide support to the family and at home as necessary. These services are intended to assist in maintaining educational services for special education students and general education students in the least restrictive environment. They are also intended to provide staff development and consultation to Independent School District 271 staff that will assist them in supporting the students in the educational setting. This service is expected to collaborate and compliment any existing services provided by the licensed staff, psychologists, social workers or counselors but is expected to extend into a clinical therapeutic model which is beyond the "educational provisions" that are in place.

C. Certification

WCC represents that it is registered with the State of Minnesota as a CTSS-certified, Rule 29, Community Mental Health Center, and employs therapists who are licensed by and in good standing under the laws of the State of Minnesota.

D. Scope of Service

1. WCC will provide licensed mental health professional services at Indian Mounds in the Independent School District 271 during the 2018-2019 School Year. The actual hours/days of service at sites will be determined by WCC staff, supervisors, and appropriate District personnel in order to meet the needs of individual children, families and the District.



Scope of Service (continued)

2. WCC will provide mental health services, including: early identification; consultation to school staff; diagnostic assessment; training; care coordination and treatment.
3. WCC will own all clinical records including testing results, reports and clinical notes generated as a result of client contact. School personnel shall not have access to the records or to information about clients without a signed release of information from the client or client's parent/guardian.
4. WCC will retain any income from commercial health insurance, Medical Assistance or other payers remitted for services of WCC.

E. Payment

WCC will not bill the SCHOOL for the period March 1, 2019 - June 30, 2019.

F. SCHOOL Responsibilities

The SCHOOL will provide office furniture, phone and internet connections, a locked filing cabinet, office supplies, and a private, confidential office space in an appropriate area for therapy.

G. Limited Insurance

WCC will carry liability insurance covering the scope of its services, staff, and facilities in terms of medical malpractice and negligence. WCC agrees to obtain, and maintain, during the Agreement's term, or any extension or renewal thereof, professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage for any personnel assigned pursuant to this Agreement with Independent School District 271 named as and "additional insured".

H. Confidentiality

WCC will protect and maintain the confidentiality of pupil records and patient health care records, as required by state and federal law. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, WCC will maintain all records, documentation, and other items that were used, created, or controlled by WCC during the term of this Agreement.

I. Modification of Contract

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in any proceeding between the parties unless in writing.



J. Termination

This Agreement may be terminated by either party upon a two-month written notice delivered to the other party. Since services are billed at the end of each month no refund will be warranted from WCC to SCHOOL.

K. Period of Agreement

This Agreement shall be in existence for the period of March 1, 2019 through June 30, 2019.

Beth Dahline
Washburn Center for Children
Director of Operations

Date

Representative
Independent School District 271
of Hennepin County, MN

Date

