


INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: June 11, 2018

SUBJECT: Contract for Emotional Health Services to Provide  
Mental Health Services for Special Education  
Students Enrolled in Independent School District  
271 (Summer)

ORIGINATING DEPARTMENT: Special Education


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

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**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 for extended school year services (ESY). This contract is for the period of June 23, 2018 through August 3, 2018.

**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. The related support services provided are required to assist students with disabilities to benefit and make progress on IEP goals and assist in maintaining current progress over the summer by supporting individual students' IEPs through social support, family support, community support, summer school interactions, family visits, and community involvement activities.

District agrees to remit to Headway a total of \$50,913.36 (Fifty thousand nine hundred thirteen and 36/100 hundred dollars) for the purpose of this contract. Headway agrees to provide a total of 648 hours of services over the contract period.

David Homan and the District's insurance agent of record have reviewed this contract. This is a continuing contract with Headway.

**Contract for emotional health services to Provide Mental Health Services for Special  
Education Students Enrolled in Independent School District 271 (Summer)  
BETWEEN  
HEADWAY EMOTIONAL HEALTH SERVICES  
AND INDEPENDENT SCHOOL DISTRICT #271 (Bloomington)**

This Contract is made the 11th day of June 2018 between Headway Emotional Health Services (Headway), a nonprofit corporation, Richfield, Minnesota and Independent School District #271 (District), Bloomington, Minnesota.

**PURPOSE**

The purpose of this Contract is to provide family community support and mental health services to students enrolled in special education experiencing serious emotional disturbances. These services will be provided within their own school settings, 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 June 23, 2018 through August 3, 2018.

**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 assist in maintaining current progress over the summer by supporting individual students' IEPs through social support, family support, community support, summer school interactions, family visits, and community involvement activities.

Services are individualized and include but are not limited to:

- Inter and intrapersonal skill building
- Parent education, family skills, and parent support
- 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
- Planning and Developing program services delivered to students
- Coordination of treatment planning around students' individual education plans (IEP's) and supportive services focusing on the student's IEPs

Six Headway staff will be assigned to provide extended school year services, an average of 18 hours of service weekly for the length of the contract, in relation to the six classrooms that are currently served in Vision during the school year. During summer hours, the staff will support individual students' IEPs by providing social support, family

support, and community support through summer school interactions, family visits, and community involvement activities. In addition, Headway will provide 8 hours per week of supervisory support to the six 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 student's IEP with supportive assessment information contained in the student's evaluation report.

## **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 a total of \$50,913.36 (Fifty thousand nine hundred thirteen and 36/100 hundred dollars) for the purpose of this contract. Headway agrees to provide a total of 648 hours of services over the contract period.

Headway shall submit an invoice to the District by the 10<sup>th</sup> of each month. District shall remit payments to Headway by the 25<sup>th</sup> 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 Headways 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**

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 106<sup>th</sup> Street  
Bloomington, Minnesota 55431

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

Patrick

Dale

(Name) please print or type

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(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

(Name) please print or type

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(Authorized Signature)

CEO  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)