


INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: June 12, 2017

SUBJECT: Contract between Independent School District 271 and Headway Emotional Health Services to Provide Facilities, Ancillary Support and Collaborative Services

ORIGINATING DEPARTMENT: Special Education


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 a contract for Headways use of District facilities, ancillary support and collaboration services. This contract is for the period of June 12, 2017 to August 4, 2017.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve. 

**DETAILED BACKGROUND:**

The District will provide school facilities, ancillary support and collaborative services by District staff to Headway (formerly known as Storefront) in their delivery of mental health services within the District.

In return, Headway agrees to grant the District up to a total of \$24,444 (Twenty four thousand, four hundred forty four dollars) at the end of the contract. State special education aid makes this contract cost neutral to the General Fund.

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

**CONTRACT FOR FACILITIES, ANCILLARY SUPPORT AND  
COLLABORATION SERVICES  
BETWEEN  
HEADWAY EMOTIONAL HEALTH SERVICES AND  
INDEPENDENT SCHOOL DISTRICT #271 (Bloomington)**

This contract is made this 12<sup>th</sup> day of June between Headway Emotional Health Services, Richfield, Minnesota 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 June 26, 2017 through August 4, 2017.

**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 grant District up to a total of \$24,444 (Twenty four thousand, four hundred thirty eight-dollars and 42/100 hundred dollars) at the end of the contract. In return, the District will provide facilities, ancillary support and collaborative services for the purposes of Headways 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 the contract.

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

<u>Item</u>	<u>Cost</u>
<b>Facilities</b>	\$ 7,992
<b>8 Weeks @ \$999 per week</b>	
<b>Ancillary Support</b>	
8 weeks @ \$765 per week for for custodial services, telephone line, telephone, computer access, clerical support, telephone answering, copying, occasional typing)	\$ 6,120
<b>Collaborative Services</b>	
(138 hours of collaboration at \$74.87 per hour by district staff (i.e., teachers, counselors, assistant principals, principals)	\$10,332
<b>Total</b>	<b>\$24,444</b>

### **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 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.

### **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. 106<sup>th</sup> Street  
Bloomington, Minnesota 55431  
952/681-6504

Headway Emotional Health Services  
6425 Nicollet Avenue South  
Richfield, Minnesota 55423  
952/861-1675

Ricardo Oliva  
(Name) please print or type

Patrick Dale  
(Name) please print or type

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

School Board Chair  
(Title)

CEO  
(Title)

June 12, 2017  
(Date)

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