

From: **Matthew Gardner** <mgardner@robbins-schwartz.com>

Date: Fri, Jun 5, 2020 at 3:53 PM

Subject: RE: Youth Interventionist Agreement 2020-2022

To: Mark Sheahan <msheahan@op97.org>

Cc: Sheryl Marinier <smarinier@op97.org>, Felicia Starks <fstarks@op97.org>, Carrie Kamm <ckamm@op97.org>, Dr. Carol Kelley <ckelley@op97.org>

Mark,

Following up on our call this morning, the Township made changes to this Agreement from its prior 2018-2020 version. Those changes are reflected on the attached "CHANGES FOR Youth Interventionist Agreement from 2018-2020" and primarily concern relatively minor changes to the scope (though District 97 staff who work with this program should confirm that these changes are appropriate). The other major change is the funding. Previously, District 97 was responsible for 11% of the costs of the program. However, the new draft adds a fixed amount – \$30,000 for District 97 which is the second highest contributor next to the high school district. Note, \$30,000 of the \$244,974 budget is 12.25%, so District 97's total share increased slightly.

With respect to the legal issues, I agree that the insurance clause is vague and there is no termination clause which could allow the District to leave the agreement in 2021 at the very least, rather than a two year term. In 2018 I discussed these issues with Michael Arensdorff and we ultimately came to the conclusion that the insurance clause was sufficient since we are dealing with all public bodies. We added a termination clause in 2018 but it was not included in the updated draft (may not have been approved in 2018 by the other public bodies).

As we discussed, it seems like this agreement is pretty low risk for the District, so I do not think any of these changes are imperative. To me, it seems like the biggest risk here is a data breach and the agreement calls for the Township to enter into data sharing agreements. Township employees generally seem to be responsible for administering the program, including the data sharing agreement, and if there were a data breach due to the Township employees, the Township would have a duty to indemnify the District.

In the event the District wants to propose changes to provide clarity on any issues, I added the following revisions: (1) requiring at least \$1,000,000 in general liability coverage which shouldn't be a problem; (2) supplementing the indemnification to confirm that it covers claims based on a data breach or disclosure of private information; and (3) adding a termination for convenience clause.

Please let me know if you have any questions or would like to discuss further. I'm happy to send this along if you'd like as well.

Thanks,

Matt

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