

PURCHASE OF SERVICE AGREEMENT Mental Health Therapy Services
South Koochiching Rainy River School District #363 &
Stellher Human Services, Inc.
January 1, 2024 - June 30, 2024

Term

This agreement is entered into effective January 1, 2024 by and between the South Koochiching Rainy River School District #363, ("District") and Stellher Human Services, Inc. ("Contractor") for services in the period January 1, 2024 to June 30, 2024.

RECITALS

The District has need of mental health intervention and treatment services for children and adolescents who have an emotional disturbance or who are at-risk of developing emotional or behavioral disorders. The purpose of these services is to reduce the risk of onset of emotional and behavioral problems and to provide the appropriate treatment and follow-up services to children who already have an emotional disturbance. The District and Contractor desire to enter into this agreement to combine their resources and thereby provide mutually agreed upon services to students and families with the above needs.

AGREEMENT

I. Contractors Duties

- A. The Contractor will provide individual and group therapy and/or skills building for students with an emotional disturbance, emotional behavioral disorder or serious mental health problem.
- B. Services will be provided by a Therapist(s) (Mental Health Professional or by a master's level Practitioner as defined in M.S. 245.4871, Subd. 26). The Therapist will be available to provide services both during the school year and in the summer.
- C. The Contractor will provide a .6 FTE Mental Health Practitioner to provide services to children and a .05 FTE Mental Health Professional for Diagnostic Assessments and supervision for MH Practitioners.
- D. The Contractor shall be responsible for all compensation, fringe benefits, liability insurance, mileage and compliance with all State and Federal laws governing employment relationships to the employee by the employer.

- E. The Contractor will coordinate services with the District and other agencies that may be providing services to the child.
- F. The Contractor shall, in writing within 10 days, notify the District whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services.

II. Duties of the District

- A. The District will identify and refer students to the program.
- B. The District will coordinate other district services that the student might be receiving with the Contractor's staff and will assist the Contractor's staff in scheduling and accessing students for treatment sessions.
- C. The District will provide appropriate space and other needed furnishings, equipment and support for conducting treatment sessions.

III. Terms of Payment

- A. The Stellher budget for the 2023-2024 school year for the Mental Health Practitioner (.6 FTE, Mental Health Professional (.05 FTE) and supervision is \$38,927.78. The District is responsible for \$20,000.00
- B. The Contractor will bill the District in January and March for \$7,000.00 each invoice and one time in April for \$6,000.00.
- C. The Contractor will bill Minnesota Health Care Programs and other third-party payers for services to eligible clients.
- D. It is understood that if the State source or other sources of funds on behalf of any of the parties is not obtained at a level sufficient to purchase the service, the obligation of each party under this agreement may be revised or terminated.
- E. The Contractor shall not charge any program or service fee to contract eligible clients (students and/or their families). School Linked Mental Health grant funds will be used to pay for services to uninsured and underinsured families and for consultation with staff, parents and other activities not reimbursable by third parties.

V. Eligibility for Services

- A. Eligible students are those who have been identified by the District as needing mental health services.
- B. Eligibility for mental health services reimbursable by Minnesota Health Care Programs is determined in accordance with MN Statutes 256B.0943, Children's Therapeutic Services and Supports, and other statutes and rules applicable to those programs.
- C. If a contract eligible client is no longer eligible to receive purchased services or services are no longer needed or appropriate, the Contractor shall notify the School within ten working days of the determination.

VI. Reports and Records

- A. The Contractor agrees to submit financial and statistical reports to the District upon their request or at least annually.
- B. The Contractor agrees to keep complete books and records according to generally accepted accounting principles, which shall fully document receipts and expenditures under this contract. Contractor further agrees to maintain all records pertaining to the contract at its office for four years for audit purposes.

VII. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

VIII. Equal Employment Opportunity, Civil Rights, Nondiscrimination & Human Rights

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504, and the Minnesota Human Rights Act (M.S. ch. 363). The School encourages the recruitment and consideration of qualified mental health consumers and family members for positions funded under this contract.

IX. Indemnification and Insurance

All parties herein agree to fully exonerate, indemnify and hold harmless one another from and against all claims or actions and all expenses and cost including attorney's fees incidental to the defense of any such claims or actions based upon or arising out of damage or injury (death) to person or property caused by or sustained in connection with the performance of this Agreement. The Contractor further agrees, in order to protect itself and the other parties under the indemnity provisions above, to always during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000 for each occurrence and \$3,000,000 general aggregate.

X. Termination

All parties herein agree that should any of the parties participating in this agreement for reasons beyond their control be unable to secure adequate funding for the purposes herein and upon 30 days' notice be able to revise or terminate their obligations to this agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

South Koochiching Rainy River School District Superintendent

Date

Stellher Human Services, Inc., CEO

Date