



Board Meeting Date: September 11, 2023

Title: Service Provider Agreement with Independent School District 273 and Park Nicollet Foundation

Type: Consent

Presenter(s): Jody Remsing

Description: The purpose of this Agreement is to create a Service Provider Agreement between ISD 273 and Park Nicollet Growing Through Grief Agreement

Recommendation: Approve the attached Service Provider Agreement from Park Nicollet Growing Through Grief Agreement

Desired Outcomes from the Board: Approve the attached Service Provider Agreement.

Attachments: Service Provider Agreement between Park Nicollet Growing Through Grief and Intermediate District 273.

Park Nicollet Foundation Growing Through Grief
Program
6500 Excelsior Blvd
St. Louis Park, MN 55426
Tel 952-234-0561



Park Nicollet® Foundation

INVOICE 003.6

8.17.2023

BILL TO

Edina School District
Jeff Jorgensen
5701 Normandale Road
Edina, MN 55424

RETURN TO

PN Foundation/GTG
Attn: Nicole Barnes
6500 Excelsior Blvd
St. Louis Park, MN 55426

INSTRUCTIONS

The enclosed fee is associated with rendered Growing Through Grief services provided to Edina School District, during the 2023-24 school year, per the mutually agreed upon Teaming Agreement.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 – year	Growing Through Grief Counseling Support	\$2000.00/year	\$2000.00

TOTAL: \$2000.00

TOTAL DUE BY 9.17.2023

*** Make check payable to:
Park Nicollet Foundation
6500 Excelsior Boulevard
St. Louis Park, MN 55426

Thank you for your partnership!



Growing Through Grief Teaming Agreement
Between
Park Nicollet Growing Through Grief, Park Nicollet Health Services
And
Edina School District

The Growing Through Grief Teaming Agreement, effective 09/01/2023 (the “Effective Date”), is between Park Nicollet Health Services (the Agency) and Edina School District, Minnesota (**School District**).

Background

The Agency, acting through its Growing Through Grief program, provides services to young people and their families who are grieving the death of a family member or friend.

School District wishes to facilitate the Agency providing these services to its students and their families.

The parties therefore agree to the following:

Article 1

Purpose of Agreement

1.0 Purpose of Agreement. The purpose of this Agreement is to provide a structure within which the Agency and School District will provide services to School District students and their families who are grieving or preparing for the death of a family member or friend. The services focus on improving the social, emotional, and academic health and well-being of students through developmentally designed curriculum providing psychoeducation and counseling support.

1.1 Financial Relationship. The Agency will provide services to students and their families at no cost. The School District will pay the Agency \$2000.00 at the beginning of 2023-24, 2024-25, and 2025-26 academic years, respectively, to help to help pay for the development and administration of grief curriculum and materials that assist in providing the services.

1.2 Duration and Amendments – This Agreement is in effect for three years from the Effective Date. Either party may terminate this Agreement by providing written notice of termination to the other party. If the School District terminates the Agreement before the end of the term, it is relieved of the duty to pay Agency for any future services, but the Agency will not refund any payment made prior to termination. The Agreement may be amended by mutual consent, in writing, at any time.

Article 2

2.0 Services Provided –

- a. The Agency will provide individual, group and crisis based support to students in the School District who have experienced or are preparing for the death of a family member or friend.
- b. The School District will include the Agency in its crisis plan for cases involving death.
- c. The Agency will be available to process formal requests for professional development support, relating to grief for School District staff, through a fee based service not covered by this agreement.
- d. The Agency will provide these support services to the extent it has the resources available to deliver them.

- e. The Agency will provide support services to students in schools mutually agreed to by Agency and School District.

2.1 Supplies and Space –

- a. The Agency will providing all necessary supplies to facilitate grief support services.
- b. The School District will provide the physical space for Agency staff to meet with the students.

2.2 Referrals - The School District will designate one or more representative(s) to identify and refer students to the Agency for services. Teachers and others may make a referral to the Agency by contacting the designated School District representative such as a school counselor or social worker.

2.3 Consent – Agency will not provide services unless it has received consent from those receiving the services obtained according to the School District’s policy. The Agency will administer an opt-out consent for participation inclusive of in person and/or virtual programming. The School District will support student absence from class to attend grief sessions, as appropriate.

2.4 Exchanged Data –To the extent the services require that data on individuals be made available to the Agency, those data shall be administered in accordance with the Minnesota Government Data Practices Act, (Minnesota Statutes, Chapter 13). The School District will identify and provide a primary school representative to the Agency for collaboration and consult regarding student need. All student information that is shared between the Agency and School District will be treated by the parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of student records.

2.5 Data – The Agency will collect and analyze data about the Services in order to measure and provide outcome based evidence of the effect of the program. The Agency will communicate its findings to the School District and community.

2.6 Criminal Background Checks – The Agency will complete criminal background checks on all personnel assigned to this Agreement. The background check must be completed in each county the personnel have lived in the past seven years. If the Agency does not have access to conduct background checks the School District will run the check and charge the Agency for the expense.

2.7 Child Protection - The Agency personnel must adhere to state law regarding mandatory child abuse and neglect reporting.

2.8 Safety - The Agency personnel must comply with the School District policies regarding offensive behavior, sexual harassment and violence. The School District will provide policy information to each Agency assigned staff member.

2.9 Credentials; Indemnification; Insurability –

- a. The Agency certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Agreement by any governmental department or agency.
- b. To the extent permitted by law, the School District and Agency, shall indemnify and hold the other harmless for any and all claims, damages, costs, and expenses including attorney’s fees which arise from any act, failure to act or negligence of either party related in any way to performance of either party’s obligations pursuant to this Agreement.
- c. Upon request, the Agency will provide evidence to the School District that the Agency carries professional liability insurance or self-insurance with limits of coverage in the amount of

\$1,000,000, per occurrence, \$1,000,000 aggregate on its employees who will render services to the School District.

2.10 Independent Contractor - For the purposes of this agreement the agency is an independent contractor. No statement contained in this agreement shall be construed so as to find the Agency to be an employer or agent of the School District. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish an employment relationship.

Article 3

3.0 Notices – The Agency and School District respectively designate the following persons to receive all notices with regard to this Agreement.

For the Agency:

Name/Title: Nicole Barnes, Program Manager

Email Address: nicole.barnes@park

Mailing Address: 6500 Excelsior Blvd. nicollet.com

St. Louis Park, MN 55426

Telephone: 952-993-6299

For the School District:

Name/Title: Jody Remsing
Director of Student Support Services

Email Address: jody.remsing@edinaschools.org

Mailing Address: 5701 Normandale Rd

Edina, MN 55424

Telephone: 952-848-4960

Agency Signature:

Nicole Barnes

Printed Name:

Nicole Barnes

Title: 8/17/2023

Date: Program Manager

School District Signature:

Jody Remsing

Printed Name:

Jody Remsing

Title: Director of Student Support Services

Date: 8/17/23