

MEDFORD SCHOOL DISTRICT #763

SERVICE AGREEMENT

This agreement was made this first day of August 2023, between Medford School District #763 (hereafter “District”) and Steele County Children’s Mental Health Collaborative (hereafter “Collaborative”).

WHEREAS: the District is a member of the collaborative established pursuant to Minnesota Statutes Section 124D.23 to provide coordinated family services and commit resources to an integrated fund; and

WHEREAS: support services provided by the District to Collaborative include, among other things, social work services for children with emotional and behavioral disturbances and other special needs; and

WHEREAS: the Collaborative has established an integrated fund for the provision of integrative school social work services contemplated by this Agreement; and

WHEREAS: the Collaborative and the District believe it to be mutually beneficial and in their respective best interest in the provisions of their social work services, as well as in the best interest of those individuals who benefit from and receive such services, to coordinate their respective efforts; and

WHEREAS: the District is desirous of providing upon a referral basis to the Collaborative, and the Collaborative is desirous of obtaining from the District, social work services from July 1, 2023-June 3, 2024; and

NOW, THEREFORE, it is understood and agreed by the District and the Collaborative as follows:

1. Service: The District agrees to provide to the Collaborative, on a referral basis, school social work services from July 1, 2023 – June 30, 2024, unless terminated sooner as students, including but not limited to District students, needing special services when school is not in session. The District shall not be required to employ more than nine (9) school social workers for a maximum of twenty-two and one-half (22.5) hours per week for the purpose of this agreement. The District will designate the District school social workers who will perform these services and the location where the services will be offered. In the event there is a replacement of any school social worker providing services under this agreement, the District will make every effort reasonable to minimize the interruption, if any, of service to the Collaborative. In the event there is an interruption of service to the Collaborative, any resulting change in the cost of service to the Collaborative will be reflected in the next regularly scheduled billing to the

Collaborative. The District further agrees to prepare and provide to the Collaborative a report at the end of the school year which report will provide information on the activities of the school social workers and number of students served, subject to the District's state and federal data privacy obligations. This report will be made available to the Collaborative.

2. Employment Relations: The school social workers providing service to the Collaborative under this Agreement shall, at all times and for all purposes, be independent contractors in the performance of duties under this Agreement and remain solely an employee of the District. All hiring, evaluations, direction, control of activities and termination of such employees shall be the sole responsibility and at the sole direction of the District.
3. Payment: The Collaborative shall pay to the District for social work services provided under this Agreement, the amount a sum not to exceed **\$60,240** during the term of this agreement. The District shall provide to the Collaborative an invoice for services rendered on a monthly basis. The Collaborative agrees to pay invoices within 15 days of receipt. The District must maintain necessary and sufficient records to meet third party payment requirements regarding documentation of medical necessity.
4. Termination: This agreement shall be in effect from July 1, 2023 – June 30, 2024 and may be terminated prior to the scheduled termination date if: (a) the parties mutually agree in writing to terminate the Agreement; (b) a breach of agreement conditions occurs and the breaching party has failed to correct said breach following ten (10) days written notice of the breach from the non-breaching party; or (c) the conditions of Paragraph 13 have been met. The Collaborative's obligation to pay all amounts owing hereunder shall survive termination of the agreement. If either party chooses not to renew this agreement, that party shall deliver to the other party notice of intention not to renew the agreement no later than March 1, 2024.
5. Data Privacy/Records: Each party shall be responsible for creating, maintaining, and releasing its own records as they relate to program participants pursuant to this agreement, in accordance with state and federal law. The parties may inform each other as to whether an individual or family is being served by the member, without the consent of the subject of the data. If further information sharing is necessary in order for the duties specified in this agreement to be met, data may only be shared pursuant to an executed written authorization of the participant or, if a minor, the participant's parent or guardian, unless otherwise specified by state or federal law.
6. Amendments: This agreement can only be amended or modified in whole or in part during the time it is in effect by mutual agreement of both parties. No modification or

revision shall be effective unless in writing signed by both parties. The parties agree to negotiate in good faith annual renewals of this Agreement not later than 60 days prior to the end of the term of this Agreement.

7. Notice: All notices required to be given under this Agreement shall be in writing and given to the District as addressed to the Chair of the Board of Education and Superintendent of Independent School District #761 at 515 West Bridge Street, Owatonna, MN 55060, and to the Collaborative addressed at Children's Mental Health Collaborative, 630 Florence Avenue, Owatonna, MN 55060, or as may be specified by written notice of the other party. All notices required to be provided on a specific day or date shall be considered as timely if postmarked on or before the due date.
8. Compliance with State and Federal Law: The parties agree that they will perform their duties and obligations under this Agreement as required by state and federal law.
9. Insurance: Certificates evidencing insurance obtained shall be furnished upon request. The Collaborative will obtain and maintain a comprehensive general liability policy that names the District as an additional insured. The limits of the policy will include one million five hundred thousand dollars (1,500,000) for each occurrence, covering bodily and personal injury and property damage, The District shall carry the following minimum insurance coverage during the term of this Agreement.
 - Employer's Liability Insurance and Worker's Compensation Insurance as required by Minnesota Law.
 - General Liability Insurance, \$1,000,000 per occurrence, minimum.
 - Professional Liability Insurance, \$500,000 per occurrence, minimum.
 - Comprehensive Automobile Liability Insurance, with a \$500,000 combined single limit, but only to the extent that District school social workers are required to travel as part of the duties required by this Agreement.
10. Mutual Indemnification: To the extent permitted under the laws of the State of Minnesota, each party agrees to defend, indemnify and hold the other party, its board members, officers, administrators, employees, consultants, representatives insurers, volunteers, agents, subcontractors and independent contractors, harmless from any and all claims of action, including reasonable attorney fees, and expenses, arising out of any act or omission on the part of the other party or its board members, officers, employees, consultants, representatives, insurers, volunteers, agents, subcontractors or independent contractors under this Agreement. The parties agree and acknowledge that the duty to defend and indemnify survives the termination of this Agreement.

- 11. Unavailability of Service:** The District certifies that the federal funds to be used for services to be provided under this Agreement are not available without cost to eligible clients. The District further certifies that payment of purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services, and if the services are being purchased from another public agency, the cost reasonable assignable to such service.
- 12. Maintenance of Effort and Expansion of Services:** The District hereby certifies that the payments received from the Collaborative under this Agreement do not replace or supplant in any way state or local funds. The District certifies that the services provided under this Agreement result in increased expenditures by the District to provide services of the type being purchased to individuals of the type included under this Agreement.
- 13. State, Federal Funding:** It is understood and agreed that in the event the reimbursement by the Collaborative from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated. Under said circumstances, the Collaborative shall notify the District immediately. The parties agreed that under these circumstances, they shall be jointly responsible for the cost of any services incurred prior to termination for which state or federal funding was not available. In the event of a revision in federal regulations, which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those terms necessary to bring the Agreement into compliance with the new federal regulations.
- 14. Evaluation of Services:** The District agrees to cooperate fully with the Collaborative and its designated representatives and parties shall mutually cooperate and agree to the development and implementation of both qualitative and quantitative assessment of District's services. Evaluate data collected will be used by the Collaborative in its funding decisions and will be shared with the District and community, to the extent permitted by state and federal data privacy laws.
- 15. Identification of Parties:** The District agrees that in any reports, news, releases, public announcements, or publications regarding the District's program services under this Agreement, the Collaborative will be identified as a funding source. In like fashion, the District shall be identified as a service provider in any reports, new releases, public service announcements, or publications regarding the services rendered to the Collaborative hereunder.
- 16. Qualifications of Service Providers:** Services will be performed only by appropriately licensed staff qualified to perform the services set forth in this Agreement.

- 17. Subcontracting and Assignments:** Neither party to this Agreement shall have the right to assign any rights hereunder or subcontract or assign any of the rights or duties contemplated under this Agreement without specific written prior approval of the other party, such consent not to be unreasonably delayed or withheld.
- 18. Waiver:** The failure of the District to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any right or option convened herein in one or more instances shall not be construed as a waiver or relinquishment of any covenant, condition right, option or provision of this Agreement, but the same shall remain in full force and effect. The District, rather, continues to reserve all of its rights pursuant hereto at all times.
- 19. Severability:** In the event that any provision of this Agreement or the application thereof to either party or in any circumstance is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement and parts of any provision held to be partially invalid and, in its application, shall not be affected thereby and shall be enforced to the fullest extent permissible by law.

WITNESSETH, the parties have hereunder set their hands having read, understood, and approved the foregoing Agreement.

Medford School District #763

Chair of the Board

Date Approved: _____

Clerk of the Board

Date Approved: _____

Steele County Children's Mental Health Collaborative

Board Chair

Date of Approval: _____