

**PURCHASE OF SERVICE AGREEMENT**  
**Mental Health Therapy Services**  
**Nevis Independent School District (ISD) #308 &**  
**Stellher Human Services, Inc.**  
**July 1, 2025 - June 30, 2026**

**Term**

This agreement is entered effective July 1, 2025 by and between Nevis ISD #308, ("District") and Stellher Human Services, Inc. ("Contractor") for services in the period July 1, 2025 to June 30, 2026.

**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 master's level Practitioner (Supervised by a Mental Health Professional as defined in MN Statutes 245.4871, Subd. 26). The Practitioner will be available to provide services both during the school year and in the summer.
- C. The Contractor will provide a 1.0 FTE Mental Health Professional/Clinical Trainee to provide services to children and 0.05 FTE Mental Health Professional(s) to assist with assessments and supervision of the Mental Health Practitioner.
- 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 2025-2026 school year is \$108,097.86. This includes \$80,506.80 for the 1.0 FTE Mental Health Professional/Clinical Trainee, \$5,148 for the 0.05 FTE Mental Health Professional, \$2,950 for travel/training/supplies/computer, and \$19,493.06 for indirect costs.
- B. Of that total amount the District will be responsible for \$24,000.
- C. The Contractor will bill the District for \$24,000 by October 1, 2025, and the District will pay the Contractor within 30 days of receiving the billing.
- D. The Contractor will bill Minnesota Health Care Programs and other third-party payers for services to eligible clients.
- E. 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.
- F. 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.

Ranae Seykora

Ranae Seykora (Jul 17, 2025 08:50 CDT)

07/17/2025

Nevis ISD #308, Superintendent

Date

Dave Eichman

Stellher Human Services, CEO

7/14/2025

Date

## NEVIS SLMH BUDGET 2025-26

POSITION	FTE	WAGE	FRINGE	Direct Expense	TOTALS
Mental Health Prof C. Swenson	1.00	\$ 60,990.00	\$ 19,516.80		\$ 80,506.80
MH Professional - Shannon Smith	0.05	\$ 3,900.00	\$ 1,248.00		\$ 5,148.00
Travel				\$ 600.00	\$ 600.00
Training				\$ 1,000.00	\$ 1,000.00
Supplies				\$ 500.00	\$ 500.00
Technology				\$ 850.00	\$ 850.00
Totals	1.05	\$ 64,890.00	\$ 20,764.80	\$ 2,950.00	\$ 88,604.80

Indirect Cost \$ 19,493.06

**Total Expenses** **\$ 108,097.86**

REVENUES	2025-26	2024-25	Increase
SLMH/3rd Party Billing	\$ 85,552.00	\$ 83,714.92	
School District	\$ 24,000.00	\$ 23,750.00	1%
<b>Total Revenues</b>	<b>\$ 108,097.86</b>	<b>\$ 107,464.92</b>	

**NEVIS INDEPENDENT SCHOOL DISTRICT (ISD) #308  
&  
STELLHER HUMAN SERVICES  
HIPAA BUSINESS ASSOCIATE AGREEMENT**

**Definitions**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Nevis ISD #308.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Stellher Human Services.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Permitted Uses and Disclosures by Business Associate**

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the CTSS IEP-Related Service Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.

#### **Term and Termination**

(a) Term. The term of this Agreement shall be effective as of July 1, 2025, and shall terminate on June 30, 2026, or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained.
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business

associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

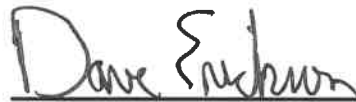
**Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

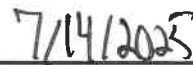
(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the **HIPAA Rules**.

Business Associate and Covered Entity, having signed this Agreement and pursuant to the proper Business Associate and Covered Entity officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein.



Stellher Human Services, CEO



Date



Ranae Seykora (Jul 17, 2025 08:50 CDT)

Nevis ISD #308, Superintendent

07/17/2025

Date




# Nevis-Stellher '25 - '26 (7-14-25)


Final Audit Report


2025-07-17


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