



Communities Coordinating for Healthy Development

A Minnesota initiative to create efficient systems linkages
to support healthy child development

November 2009

Information for Participating Communities

The Minnesota Department of Human Services, a member of the Minnesota Child Health Improvement Partnership (MnCHIP) has been selected to participate in the National Academy for State Health Policy's ABCD III Initiative, supported by the Commonwealth Fund. The focus of Minnesota's Communities Coordinating for Healthy Development project is to improve coordination and community linkages for children and their families. Grant funding will support project activities implemented in 3 - 5 communities in the state to create efficient linkages between pediatric primary health care providers and other child and family service providers in the community. This initiative will assure that children, birth to age 3, who are identified as at-risk for delays through standardized screening performed in the primary care setting, receive appropriate services in a timely manner. Clinics participating in the three year project will build their referral system and feedback methods working with partners in the community and implement care coordination into their clinic site. Technical assistance and a small stipend will be available for participating clinics to carry out the project.

In each of the pilot communities, participating primary care providers and child and family service providers will work together to develop a system that assures efficient linkages and care coordination for children experiencing, or at-risk of developmental delays.

Project Objectives

- Participating pilot clinics will have a systematic process in place for screening, referring and tracking services for children and their families that will include communication between providers and the family.
- Primary care providers will know when to refer children based on screening results and to whom they should be referred. Each clinic will have a good working relationship with local child and family service providers. Screening, assessment and treatment information will flow between primary care, medical and child and family service providers.
- Providers will feel comfortable with referrals made and will receive feedback from community providers so they know what happened as a result.
- Early intervention agencies in the pilot communities will receive increased referrals of children (closer to the expected rate) and the referrals will be earlier (based on child's age) than had previously occurred.
- Pilot sites will have standard communication tools and system in place to provide timely referrals and feedback between clinics and community partners where children are referred.
- Each community will meet quarterly to network and build collaboration.
- Families will experience more coordinated care; feel more comfortable about referrals, diagnosis, or lack there of; receive useful anticipatory guidance; and receive comprehensive well child care.

Project Activities

As part of this project, participating primary care providers and child and family service providers will:

- *Attend up to three (no more than one per year) 3-4 hour, in-person collaborative sessions*

The purpose of these structured learning sessions, which will be put on by CCHD project staff, is to provide the opportunity for primary care providers and other community providers from each participating pilot-site to network and discuss how to partner to improve service linkages between them. Each participating community will have its own session. A Quality Improvement and Early Intervention expert will provide technical assistance on implementing care coordination and creating a process for communication between medical and other child and family service providers. The first collaborative session will take place in early April 2010.

- *Participate in technical assistance site visits*
Project staff will visit participating sites as many as 5 or 6 times, if needed, throughout the course of the three year project. The purpose of these visits is to provide clinics and community providers ongoing technical assistance, answer any specific questions participating sites may have, provide resources and encourage care coordination efforts. Pre-implementation site visits will take place January – March 2010 with additional pilot site visits to occur after the learning collaborative and project implementation.
- *Participate in technical assistance phone calls and/or webinars*
Project staff will host quarterly conference calls with each participating site and host ad-hoc technical assistance phone calls with sites as needed.
- *Participate in project evaluation activities*
Data collection and analysis will be performed by an independent evaluator. Participating clinics and child and family service providers will be asked to complete surveys at baseline and annually thereafter. Additionally, families will be asked to complete surveys regarding specific aspects of care experience, coordination of care, service coordination, satisfaction with visit and comfort level with referrals. Providers may be asked to hand out family surveys and facilitate access to medical records for collecting data.

Strategies for Participating Communities

Participating communities commit to developing a system among providers that assures efficient and high-quality linkages for children and families. Project staff will support participating sites in using these strategies through ongoing technical assistance and a small stipend to clinics.

Project staff will work with and support participating clinics/health care providers to apply the following strategies at the primary care level:

- Implement screening instrument and referral protocols if not already in use and incorporating information provided by child and family service providers into clinic work flow.
- Identify methods and develop a protocol to track referrals made for and follow-up services provided to patients.
- Designate existing staff or hire new staff to serve as a care coordinator in participating clinics.

Project staff will support participating clinics/health care providers in partnering with local community child and family service providers to carry out the following:

- Develop working relationships with other medical providers (i.e. specialists) and child and family service providers (i.e. early intervention)
- Develop standard referral and fax-back forms
- Develop and share resource listings for community-based services

- Coordinate ongoing opportunities for communication between primary care and child and family service providers in participating communities to encourage seamless flow of information and care between providers and families
- Explore possibility of co-location of services in the pediatric primary care setting (where feasible)

In addition to the project activities listed above, project staff will support participating clinics/health care providers and other community child and family service providers by providing technical assistance, tools and resources and by implementing improvements in policy at the state level. Project staff will:

- Develop and provide communities with materials, resources and training opportunities to support effective screening and referral practices
- Assist with referral protocols and resources including providing information about and facilitating the use of Minnesota's statewide Help Me Grow early intervention and referral phone line and the Minnesota ParentsKnow website and online referral mechanism for providers and families
- Provide other support including convening clinics and community providers, supplying communities with the tools they need to implement changes, and collecting data to measure change
- Work collaboratively with state agency partners and other key stakeholders to help coordinate and integrate project efforts with new and existing early childhood initiatives in the state
- Plan for sustainability and statewide spread of increased care coordination, linkages and referrals to be achieved through the Communities Coordinating for Healthy Development project.

Please complete the section below as it applies to you and your agency. Each participating clinic, community provider, or other agency within the community may submit a separate form.

I support the implementation of Minnesota's Communities Coordinating for Healthy Development in my clinic site/community. By signing this document I am indicating my commitment to participate in and carry out the activities described above.

Name of Participating County/Community/Clinic _____

Primary Care Site:

Pediatric primary care provider signature: _____ Date: _____

Clinic Manager or Administrator signature: _____ Date: _____

Community provider or County Agency:

Provider or Administrator's signature: WK Hanson Date: 3/3/10

Please list the names and complete contact information for each individual from your agency who will be participating in the project, (i.e. clinic staff or Early Intervention staff). Feel free to use additional sheets of paper as necessary.

Full Name:
Title:
Organization/Clinic:
Mailing Address:
Telephone Number:
Fax Number:
E-mail Address:

Full Name:
Title:
Organization/Clinic:
Mailing Address:
Telephone Number:
Fax Number:
E-mail Address:

Full Name:
Title:
Organization/Clinic:
Mailing Address:
Telephone Number:
Fax Number:
E-mail Address:

Full Name:
Title:
Organization/Clinic:
Mailing Address:
Telephone Number:
Fax Number:
E-mail Address:

Who else in your community would you like to see participate in this project?

Please return completed Participation Agreement by e-mail or fax to:

Meredith Martinez
Minnesota Department of Human Services
Meredith.Martinez@state.mn.us
Fax (651) 431-7422
Phone (651) 431-2623



St. Luke's

St. Luke's Pediatric Associates

1000 E 1st Street, Suite 105

Duluth, MN 55805

(218)249-7870

Fax (218)249-7871

FACSIMILE COVER LETTER

TO: Carol Cheslak

REGARDING: _____

FROM: St. Luke's Pediatric Associates

- Dr. Daniel Billman
- Dr. Gretchen Karstens
- Dr. Lylan Park
- Dr. Noelle Westrum
- Dr. Heather Winesett

Number of pages including this sheet: 5

FAX #: 336-8743

TELEPHONE #: _____

COMMENTS:

CONFIDENTIALITY NOTE

The information contained in this facsimile message is legally privileged and confidential, intended only for the use of the addressee named below. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copying of this telecopy is strictly prohibited. If you received this telecopy in error, please immediately notify us by telephone and return the original message to us at the address above via the United States Postal Service. We will reimburse reasonable costs you incur to notify us and return the message. Thank you.



January 18, 2010

Ms. Marcia VanCamp
Choir Director
Duluth Central High School
800 East Central Entrance
Duluth, MN 55811

Dear Ms. VanCamp,

Thank you so much for hiring **Performance Tours** to work with you on the planning of your tour to New York City, NY. I've attached a letter of agreement for your review, please read the entire document. If you have any questions, please call me at 800-274-6051. If you are comfortable with the contents of this agreement, please:

1. Initial *each* page in the space provided.
2. Sign the last page.
3. Fax or mail the *entire* document to us at your earliest convenience.

We cannot sign contracts with suppliers (e.g., motor coach company, hotel, and sightseeing venues) until we receive the entire signed letter of agreement from you. If there is a delay of over one week from today, supplier availability and cost may change.

Again, thank you. We appreciate your business and look forward to planning this tour with you.

P.O. Box 490577
Minneapolis, MN 55449-0577
(763) 576-6909 · Fax (763) 322-0351
www.perftours.com

**Letter of Agreement
Duluth Central High School
Tour to New York City, NY
April 14 – 19, 2010**

Package Inclusions

You have asked us, **Performance Tours**, to make all of the travel arrangements for **Duluth Central High School** traveling from Duluth, MN to New York City, NY. We are experienced in making such arrangements and enjoy the opportunity to serve you, in accordance with the conditions agreed to in this letter:

Travel dates (subject to change based on your schedule)

- ◆ Wednesday, April 14, 2010 Depart from Duluth Central High School
- ◆ Monday, April 19, 2010 Return to Duluth Central High School

Motor Coach Transportation

- ◆ Deluxe motor coach transportation from Duluth, MN to New York City, NY, and throughout the entire tour. New York City is approximately 1,287 miles or 21 hours of straight driving; you will gain or lose one (1) hour due to Eastern Standard Time.
- ◆ The motor coaches have a VCR and DVD player. You and your students are responsible for bringing videotapes and/or DVDs to watch on the tour. We suggest you bring a variety of each format just in case one of the two units fails to work on the tour.
- ◆ A total of 190 seats will be available to the group on four (4) buses, with:
 - Air conditioning
 - Restroom
 - VCR/DVD unit to be requested (group must provide own videotapes/DVD cds)
 - Two (2) drivers per coach (*subject to change*)

**Note: Passengers in excess of 190 people would require a fifth vehicle, which would increase the cost of the tour considerably.*

Sleeping Accommodations (3 nights)

- ◆ Four (4) students per room
- ◆ Two (2) adults per room
- ◆ Private security guard (1):
11:00 p.m. to 3:00 a.m.
- ◆ There is an outdoor pool at this hotel
(open Memorial Day to Labor Day)
- ◆ Group rooms are to be blocked together as much as possible; a group may be split among floors, depending on hotel availability.

Meals (4)

- ◆ Hot breakfast buffet (3)
- ◆ Group dinner (1)

Client Initials mm W

Sightseeing Inclusions

- ◆ American Museum of Natural History
- ◆ Shopping in China Town and Little Italy
- ◆ Ferry ride to Ellis Island & the Statue of Liberty
- ◆ Step-on guided tour of New York City (stop at Ground Zero)
- ◆ Guided tour of Radio City Music Hall
- ◆ Top of The Rock Observation Deck
- ◆ United Nations Tour
- ◆ Shopping on Fifth Avenue, South Street Seaport (time permitting), and Times Square

Live Entertainment (1)*

- ◆ Broadway Show:
 - a. We have a request into our ticket broker for the following tickets:
 - a. 95 tickets to Lion King
 - b. 70 tickets to Wicked

Tour Information and Preparation

- ◆ Complete tour itinerary with emergency phone numbers.

Professional Tour Director

- ◆ I will be your Tour Director and will travel with you on the bus to and from New York City.

All Taxes and Gratuities

Package Cost*

- ◆ 156 students each paying **\$570.00 - \$580.00**.
- ◆ No charge for the following adults: principal and her husband, a male teacher, and 2 female teachers, and my husband, who, of course, can stay with me.
- ◆ The cost per person is based on 156 students sharing the expenses for the entire group.
- ◆ If the number of people traveling changes, the cost per person will be recalculated.
- ◆ Package cost *subject to change* after vendor prices are confirmed for April 2010.
- ◆ Additional students and/or adults **can not** be added to the tour, or substituted for a participant that drops, after the rooming list has been submitted on **Friday, March 12, 2010**.

***Final cost of the tour may be adjusted up or down slightly due to changes to the itinerary.**

***Notes:**

- 1) *All prices quoted are valid for a period of 30 days from the date on this proposal. Any request to confirm a tour after 30 days will be re-priced and subject to increase.*
- 2) *Motor coach fuel charges may increase. Any additional charges will be billed to the group on the final invoice before departure.*
- 3) *Your agreement to hire Performance Tours begins with our receipt of your first payment or your signed letter of agreement, whichever arrives first.*

Client Initials mw

Payment Schedule (Make one (1) check payable to **Performance Tours**)

- ◆ First payment: \$100.00 per student (162) Received check #13066 for \$16,200.00 on 10/24/09
- ◆ Second payment: \$150.00 per student (155) Received check #13265 for \$23,250.00 On 12/17/09
- ◆ Final payment: \$317.00 per student (156) Due Friday, March 12, 2010

Hotel Rooming List

- ◆ **NAME LIST DEADLINES:**
 - All lists must be e-mailed to me @ michaelp@perftours.com.
 - The hotel rooming list is due by **Friday, March 12, 2010.**
 - If frequent flyer numbers are provided to us prior to your departure, we must be notified within 30 days of the return flight if they have not been credited to the passenger's account in order to assist with recovering missing miles.
- ◆ Failure to meet this deadline may cause the cancellation of your reservation by the hotel.
- ◆ The rooming list will provide the final number of passengers, which determines the per-person cost. (See *Package Cost* above.)

Cancellation and Refund Policy

- ◆ Cancellation of entire tour \$100.00 cancellation fee/person
- ◆ October 24 – December 17, 2009 \$125.00 cancellation fee/person
- ◆ December 17, 2009 – March 12, 2010 \$150.00 cancellation fee/person
- ◆ March 12 – April 9, 2010 \$175.00 cancellation fee/person
- ◆ After 5:00 p.m. on April 9, 2010 100% loss of all payments

*Note: The cancellation fee is **in addition** to other charges assessed by the suppliers, specifically non-refundable show tickets, museum admissions and restaurant meal guarantees we'll make on your behalf. There are no exceptions to the cancellation fees for tour participants who have medical problems or otherwise unable to travel. **Trip insurance is highly recommended to avoid the loss of monies paid towards this tour.***

Options

- ◆ **Trip Insurance: Performance Tours** offers an optional insurance policy that includes *individual* coverage if the individual cancels or interrupts the trip, or in the event of trip delay, emergency evacuation, accident and sickness medical expense, accidental death and dismemberment, baggage protection, bag delay, and worldwide 24-hour emergency assistance.

For individual protection and peace of mind, we suggest that tour participants purchase this coverage. For full details of the coverage and a premium schedule, contact **Performance Tours** (763-576-6909 or 800-274-6051) and ask for a travel insurance brochure. Questions on coverage should be directed to the insurance provider, Berkely Agency, Ltd. (800-645-2424).

Client Initials mm Wit

This agreement includes all sections described in the attached *Contract Addendum: Tour Policies and General Information*, specifically "Tour Participation," "Itinerary Revision," "Weather Delays," "Liability and Airline Relationship," and "Responsibility" clauses. We always act in accordance with information provided by clients or tour participants, including: (1) disabilities and needs for accommodation, and (2) need for visas required for international travel for students who are citizens of countries other than the United States.

The client is responsible for providing **Performance Tours** with all necessary information. Also, the client is responsible for informing all students, parents, chaperones, administrators, and others involved in the tour, of these provisions listed in the attached *Contract Addendum: Tour Policies and General Information*.

Performance Tours shall not be liable to **Duluth Central High School** for any error of judgment or any act or omission that is done in good faith. Nor shall we be liable for damages based on the conduct of any supplier of products or services used in conjunction with the tour. It is also understood that **Performance Tours** is an independent organization that works with many organizations in providing its services, in that **Duluth Central High School** does not exclusively employ it.

Further, if **Duluth Central High School** chooses to send a participant home from the tour, for the safety of the student, the **Performance Tours** policy is that each student will travel on a direct flight home or be accompanied by an adult if traveling by motor coach or rail. **Performance Tours** will accept no responsibility and incur no liability for participants deviating from the group tour, regardless of the reason.

You agree to defend and indemnify and hold **Performance Tours**, its agent and employees harmless from any and all claims or causes of action arising from the performance of this agreement by you or you agents or employees, including any costs and expenses for attorney's fees.

This letter and the attached *Contract Addendum: Tour Policies and General Information* constitute the entirety of our agreement. Any changes in these terms must be in writing signed by all parties concerned.

Michael Pileggi
President
Performance Tours

Marcia VanCamp WC Hanson
Marcia VanCamp
Choir Director
Duluth Central High School

Date

January 19, 2010
Date

Client Initials mm



Contract Addendum Tour Policies and General Information

The Meeting Planners, Inc., doing business as **Performance Tours**, was established in 1987. We provide full-service custom group tours to both domestic and international destinations. As partners of music educators, we are dedicated to providing customized, music-focused tours that are educational, enjoyable, within budget, and memorable.

Deposits and Installment Payments

The written tour contract outlines the deposit and payment schedule. One school check will be accepted for each group payment.

Cancellations and Refunds

The cancellation and refund policy is outlined in the written tour contract. Also, after **Performance Tours** has paid for show tickets, admission fees, airfare deposits, or other non-refundable supplier costs, individuals who cancel their tour participation will be responsible for those costs.

All additional expenses outside of the tour inclusions, such as hospital or clinic, emergency or any other transportation, airfare, long-distance phone calls, and hotel, meals, and other expenses for additional non-included days, will be the expense of the tour participant. For these reasons, trip cancellation/medical insurance is recommended. Insurance forms will be provided upon request. No refund will be made for unused tour features.

Inclusions

Included transportation, hotel accommodations, meals, sightseeing, admissions to attractions and entertainment, music clinics, and services of a professional tour director are designated on the written tour contract. If hotel security guard(s) is/are provided for in the contract, the guard(s) will be provided during the hours designated.

Meals included on tours are indicated on the itinerary. Taxes and tips on included features and meals are also

Inclusions (*continued*)

included. Tour participants need to bring extra money for non-included meals. Additional expenses or fare revisions, if any, shall be borne by passengers.

Performance Tours reserves the right to correct promotional or pricing errors at any time, or increase the program price in the event of cost increases due to changes in airfare, cruise fares, currency fluctuations, park fee increases, taxes or fuel surcharges.

Tour Directors

A professional tour director, who takes care of all travel details, guides every **Performance Tours** tour.

Tour Documents

Tour documents include the final itinerary and hotel list, and luggage tags. **Travel documents:** For tour participants entering Canada and Mexico, U.S. citizens will need proof of citizenship, such as a valid passport or birth certificate (original or certified copy). For overseas travel, a valid passport is required for most countries; some countries also require visas. The client is responsible for notifying **Performance Tours** if tour participants are citizens of countries other than the U.S.

Tour Participation

Any person who requires special assistance or a handicapped-accessible room should advise **Performance Tours** at the time of reserving.

Performance Tours reserves the right to accept, decline, retain, or terminate participation of any person. We will make every effort to provide equal access to our services for people with disabilities. However, we may elect not to provide services if the necessary accommodation would fundamentally alter the nature of the services we provide.

Client initials: *mm wk*

Room-Sharing Arrangements

The written tour contract specifies room-sharing arrangements. Typically, student tour participants are housed in quadruple rooms (two beds), adult chaperones in doubles (two beds), and music director/clients in single rooms if they choose.

Group rooms are blocked together as much as possible; a group may be housed on multiple floors, depending on hotel availability. Triple and quad accommodations at the hotels will be two beds only or possibly one bed and a pull-out sofa. The cost of a rollaway bed is not included.

Luggage

All luggage and musical instruments are the responsibility of each participant. Although every effort will be made to safeguard your luggage, **Performance Tours** accepts no liability for loss or damage of luggage. Report any damage caused to your luggage at the time it happens.

Each person is allowed one large suitcase, preferably soft-sided and without built-in handles. In addition, a small overnight case or shoulder tote bag may be carried aboard. It should contain medications that tour participants may need during the day.

Clothing

Aside from performance uniforms, summer-weight casual clothing is recommended for most tours. Spring and fall tours or mountain and coastal climates may require slightly heavier clothing. We recommend light layers of clothing in all weather. We also suggest comfortable walking shoes; a jacket or sweater that could be stored in the overhead luggage rack; a foldaway umbrella; and a swimming suit for hotel pools and Jacuzzis.

Religious Observance

When conditions and timing on the itinerary allow, **Performance Tours** will arrange to take the group to two places of worship, to be determined by the director and/or chaperones. An individual requiring another option must arrange transportation and be accompanied by a chaperone.

School Regulations

In all cases, participants will abide by the school district or college or university regulations governing school activities, to include policies on smoking, chewing tobacco, drinking alcohol, taking illegal drugs, and sexual violence and harassment. These regulations are to be enforced by school personnel on tour.

School Regulations (continued)

Adults who smoke are asked to refrain from smoking at group functions and on the motorcoaches and other transportation. Those who wish to smoke may do so at our stops.

Motorcoaches

Each passenger has a single seat on the motorcoach. The coaches used by **Performance Tours** are modern touring buses, with restroom, air-conditioning, reclining seats, sound system, and large windows for enjoying the scenery. Motorcoaches are hired for group transportation and are not available for individual needs, including emergencies.

Seating Assignments

The music director/client may assign motorcoach seats. The first row of four seats behind the driver must be reserved for the tour director and second driver, each of whom requires two seats.

Gratuities

Unless indicated otherwise, all tips for all features and services included in your tour (e.g., included meals, motorcoach drivers) will be paid by your tour director.

Itinerary Revision

Tours are often planned a year or more in advance. We constantly strive to improve each tour itinerary for your convenience and enjoyment. If improvements can be made, or if unforeseen conditions beyond our control result in changes, **Performance Tours** reserves the right to vary the itinerary, dates, routings, and included features prior to or during the tour.

In the event of cancellation of any scheduled attraction for any cause, we will attempt to provide a suitable substitute. **Performance Tours** is not responsible to any person for expense, loss of time or money, or other circumstances resulting from the change in itinerary or tour arrangements made by it for tour participants.

Weather Delays

Typical airline policy covers expenses resulting from mechanical difficulty, but not from weather delays. If you are required to spend an additional night due to weather delays, or any other factors beyond our control, you will be responsible for your own hotel and meal costs. **Performance Tours** will not assume the additional expense.

Client initials:

Liability and Airline Relationship

We assume no liability for any actions of the airlines, such as flight delays, flight cancellations, and equipment failures. The obligations and liabilities of an airline to you, and your rights against an airline, are subject to the terms and conditions of the airlines' tickets and tariffs. Portions of a **Performance Tours** tour missed due to a flight delay are lost and no refund will be issued by **Performance Tours**.

The airlines consider musical instruments to be fragile items. Neither the airlines nor **Performance Tours** assumes any liability for damaged instruments that are checked under the airplane. Travelers are advised to ensure that their homeowners' insurance covers damage to a musical instrument by a transportation provider.

Responsibility

These tours are arranged and operated by **Performance Tours**, a division of The Meeting Planners, Inc. **Performance Tours** acts only as an agent for suppliers in making arrangements for accommodations, transportation, sightseeing, restaurants, admissions, music clinics, or any other service included in the itinerary.

Performance Tours does not own, nor does it maintain control over, the personnel, equipment, or operations of these travel services suppliers. It does not assume any responsibility for and cannot be held liable for any injury, property damage or other loss, accident, delay, inconvenience, irregularity, or other complication from whatever cause, during this tour.

Performance Tours is not responsible for any delays of transportation that may cause tour members to miss events of the tour. In case any event is postponed due to inclement weather or other factors beyond our control, no refunds will be made and tour members will be responsible for alternate accommodations and/or travel arrangements.

Performance Tours is a *group* tour operator and, as such, will not be responsible for making arrangements or special pricing for any individual deviations from the group departure, return, or plans and schedules. Deviation fees are outlined in the attached contract.

If a flight deviation is required, a chaperone must accompany the student to the airport and stay at the departure gate with the student until the plane has been in the air at least 10 minutes. We will not refund unused portions of tours, reimburse expenses, or be liable or responsible for individual(s) in the event of deviation from the group tour.

Responsibility (continued)

This non-responsibility includes any injury, damage, or loss associated with any terrorist activity, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside our control.

Nor shall **Performance Tours** be liable for any error of judgment or any act or omission that is done in good faith. No person, other than an authorized **Performance Tours** representative, is authorized to vary, add, or waive any term or condition herein.

Trip Insurance

Performance Tours offers an optional insurance policy that includes *individual* coverage if the individual cancels or interrupts the trip, or in the event of trip delay, emergency evacuation, accident and sickness medical expense, accidental death and dismemberment, baggage protection, bag delay, and worldwide 24-hour emergency assistance.

For individual protection and peace of mind, we suggest that tour participants purchase this coverage. For full details of the coverage and a premium schedule, contact **Performance Tours** (763-576-6909 or 800-274-6051) and ask for a travel insurance brochure. Questions on coverage should be directed to the insurance provider Berkely-ARM – NTA Protection Plan (800-388-1470 or 516-742-9283).

NTA Membership

Performance Tours has met strict standards to become a National Tour Association (NTA) member. To retain our membership in good standing, we must: uphold a code of ethics by which we operate, participate in the Consumer Protection Plan (see following section), be an established company with over three years in business, have senior management experienced in the management and operations of group tours, qualify for and maintain at least \$1 million in errors and omissions and professional liability insurance coverage, and pass the review of nearly 4,000 tourism professionals.



Travelers with **Performance Tours** can be confident that their plans are solid and travel investment is secure. Further, through seminars, conventions, and networking, we learn current information on: Providing quality service, finding new destinations, protecting the environment, accommodating disabled travelers, promoting healthy traveling, and understanding government regulations. **Client initials:** *DMW*



THIS AGREEMENT is entered into by and between **ST. LUKE'S HOSPITAL OF DULUTH, INC.**, a Minnesota nonprofit corporation ("**St. Luke's**") DBA St. Luke's Substance Abuse Professional (SAP) and **DULUTH SCHOOL DIST. 709**,

RECITALS

- A. St. Luke's owns and operates a health system that provides a broad range of quality health care services to residents of the county and surrounding areas.
- B. St. Luke's provides Substance Abuse Professional Services
- C. Employer desires to retain St. Luke's to provide a Substance Abuse Professional Services as generally described on Exhibit A to this Agreement, and St. Luke's desires to provide such services under the terms of this Agreement.

IN CONSIDERATION of the above recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

1. SAP AGREES TO PROVIDE THE FOLLOWING SERVICES

- 1.1 Assessments of employees/clients who have engaged in prohibited conduct as defined by Omnibus Transportation Employee Testing Act of 1991.
 - 1.2 Facilitate the placement of each employee/client in appropriate treatment and/or educational programs, as determined by the assessment process.
 - 1.3 Cooperate with the treatment and/or educational program to develop an effective plan to be followed by the employee/client.
 - 1.4 Conduct a follow-up evaluation regarding the employee/client compliance (or non-compliance) with the initial recommendation, and the level of employee/client participation and treatment success.
 - 1.5 Outline a prescribed program of follow-up drug and/or alcohol testing to be conducted by the Employer after the employee/client has returned to safety-sensitive function.
 - 1.6 SAP agrees to maintain procedures which are in compliance with all guidelines and regulations as defined by U.S. Department of Transportation Drug and Alcohol Testing Regulations, and by Employer
 - 1.7 SAP agrees to maintain confidentiality with regard to services performed for all employee/clients of Employer.
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2. EMPLOYER AGREES

- 2.1 Employer agrees to provide SAP with a copy of Employer's DOT Drug and Alcohol Testing Policy for DOT-covered employees, and to provide subsequent updates if/when revisions and changes are made to the Policy.
- 2.2 Each employee/client case will be considered to be a separate and individual case, and for each case Employer will designate one representative for the purpose of receiving and requesting appropriate information and reports. SAP will communicate only with that designated representative.

3. COMPENSATION AND FINANCIAL ARRANGEMENTS

- 3.1 The employee/client referred by the School Dist. 709 will pay SAP for services according to the attached fee schedule (Attachment A).
- 3.2 SAP services will be pre-paid by employee/client. Employer agrees to inform employee/client of this requirement at the time of referral. SAP will not provide services that have not been paid by the employee in advance.

4. TERMINATION

- 4.1 The term of the Agreement shall be for one (1) year commencing as of the date hereof, and this Agreement shall be automatically renewed from year to year on the same terms and conditions herein contained unless terminated as hereinafter set forth.
- 4.2 St. Luke's reserves the right to modify the fee for each renewal term and shall notify employer in writing thirty (30) days before the beginning of any renewal term. If St. Luke's fails to notify employer, the fee shall remain the same as the preceding term.

5. DISCLAIMERS OF LIABILITY

5.1 Relationship of the Parties. It is expressly acknowledged by the parties that St. Luke's and Employer are independent contractors, and nothing in this Agreement is intended nor shall be construed to create any employer/employee or principal/agent relationship between St. Luke's and the Employer or any of their respective agents.

5.2 No Indemnification. Each party shall be responsible for the acts and omissions of itself and its employees and neither party agrees to indemnify the other party for such acts or omissions.

6. MISCELLANEOUS

6.1 Governing Law. This Agreement has been executed and delivered and shall be construed and enforced in accordance with the laws of the State of Minnesota.

6.2 Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.3 Entire Agreement. This Agreement supersedes all previous contracts, and constitutes the entire Agreement between the parties regarding the subject matter hereof.

6.4 Notices. All notices, demands, and other communications provided for by this agreement shall be made in writing either by (a) actual delivery of the document into the hands of the party entitled thereto or (b) by sending the document by the United States Postal Service to the last known address of the party entitled thereto, by registered mail, return receipt requested. The document shall be deemed to have been received on the date of its mailing. All notice, demands and other communication hereto shall be forwarded to the address specified on Attachment A.

EFFECTIVE as of the 1st day of April, 2010.

ST. LUKE'S HOSPITAL OF DULUTH, INC.

By: Sandra Barkley
Name: Sandra Barkley
Title: VP Clinics

DULUTH SCHOOL DISTRICT 709

By: Bill Hanson
Name: Bill Hanson
Title: CEO

Attachment A

Fee for Service Plan

St. Luke's Mental Health Services provides Substance Abuse Professional Services. An annual contract describes the services available and purchased. Billing occurs on a monthly basis for the services provided during the month.

Substance Abuse Professional Service

- SAP Evaluation\$350.00 Initial Visit includes documents to company, treatment set-up, monitoring.
 - SAP Follow-Up Visits..... \$ 150.00 each session includes documentation and drug and alcohol testing schedule to the company.
 - SAP Aftercare Visits (if needed).....\$150.00/ session does not include monitoring
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St. Luke's
Mental Health Services
220 North 6th Ave.
Duluth, MN 55812