

CONTRACT AND SERVICE AGREEMENT BETWEEN

**Children's Mental Health Services/REACH, Inc.
Thomas Potter, Executive Director
35382 US Highway 2 West
Grand Rapids, MN 55744**

AND

**ISD 316 Greenway Public Schools
Superintendent David Pace
499 Powell Avenue
Coleraine, MN 55722**

FOR: Provision of supplemental services for Mental Health Early Intervention support for students enrolled at Marble Early Childhood Center/Greenway Public Schools.

This Agreement is made as of August 21, 2025, between Children's Mental Health Services/REACH, Inc., a Minnesota Non-Profit Mental Health Agency (hereafter referred to as "Provider"), and ISD #316 Marble Early Childhood Center (hereafter referred to as "District").

Recitals

Whereas, District provides Early Childhood programming.
Whereas, Provider shall make available Mental Health Early Intervention supports
Whereas, Provider staff have the training and experience to provide services as outlined in this contract.

Contract

1. Term of Contract

1.1 Effective Date: August 21, 2025.

1.2 Expiration Date: August 21, 2026

1.3 Survival of Terms: The following clauses survive the expiration or cancellation of this Contract: Indemnification

2. Provider's Duties

- a. Services will be contracted for the following sites: Marble Early Childhood Center.
- b. Attend monthly inclusive practice meeting to provide support and guidance to staff.
- c. Work as part of the classroom team to provide support to classroom staff, while scaffolding their skill in providing Early Intervention services for high needs children within their classroom.
- d. Help identify and assist with students whose behaviors or development are a barrier that may restrict their social, emotional, and cognitive development.
- e. Provide training and supports to parents, staff, and children in all program options and assist them in better understanding mental health issues.

- f. Work with Early Childhood Leadership to determine the specific needs for each classroom and develop a schedule accordingly.
- g. Participate in meetings with program leadership to discuss children, classrooms, referrals, and services being provided to ensure consistency between classrooms and staff.
- h. Work with classroom staff to coordinate and support child specific goals.

3. Consideration and Payment

3.1 Consideration. District will pay for services performed by the Provider under this contract as follows:

a. Compensation. The Mental Health Practitioner will be paid at the rate of \$50.00 per hour, and Mental Health Clinician will be paid at a rate of \$75.00. District will be billed as the last dollar for necessary services. Billing for referred children and families requiring services will be channeled through Provider, Medical Assistance, and/or any applicable insurance provider before District.

b. Total obligation. The total obligation of District for all compensation to the Provider under this Contract will not exceed \$10,000.

3.2 Payment.

a. Invoices. District will promptly pay the Provider after the Provider presents an itemized invoice for the services actually performed and District's Authorized Representative accepts the invoices services. Invoices must be submitted timely and according to the following schedule: Invoices for services must be submitted on a monthly basis.

4. Conditions of Payment

All services conducted by the Provider under this Contract must be performed to the District's satisfaction, as determined at the discretion of assigned District Administrator and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Provider will not receive payment for work found by District to be unsatisfactory or performed in violation of federal, state, or local law.

5. Authorized Representative

District Superintendent, David Pace, or his successor, has the responsibility to monitor the Providers performance and the authority to accept the services provided under this Contract.

The Provider's Authorized Representative is Tom Potter, Executive Director, at the following address and phone number: 35382 US Hwy 2 W Grand Rapids, MN 55744 and 218 327-4886, or his successor.

6. Assignment, Amendments, Waiver, and Contract Complete

6.1 Assignment. The Provider may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the District and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

6.2 Amendments. Any amendments to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

6.3 Contract Complete. This contract contains all negotiations and agreements between the District and Provider. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

7. Indemnification


In the performance of this Contract, neither party shall be liable to the other party for any incidental, consequential, special, or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if the other party has been advised of the possibility of such loss or damages.

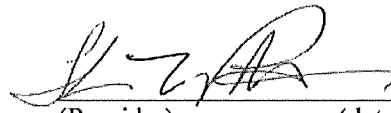
8. Confidential Information

Both parties agree to hold in confidence and trust all confidential information and will not disclose to others, directly or indirectly.

9. Termination

Termination of this Contract may be authorized by either party representative at any time, with or without cause, upon 30 days' written notice. Upon termination, the Provider will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.


(Superintendent) (date) 9-4-25


(Provider) (date) 8/26/2025