

## SERVICE AGREEMENT

This Agreement, made this 1<sup>st</sup> day of July, 2016 between Medford Independent School District #763 (hereafter "District") and Steele County Children's Mental Health Collaborative (hereafter "Collaborative").

WHEREAS, the District is empowered to provide education opportunities and support services to learners attending school; and

WHEREAS, support services provided by the District include, among other things, social work services; and

WHEREAS, the Collaborative and the District believe it to be mutually beneficial and in their respective best interests in the provisions of their social work services, as well as in the best interests 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 during the 2016/2017 school year; and

WHEREAS, the Collaborative and the District wish to reduce their understandings and agreements to writing

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 during the 2016/2017 school year. Such school social work services will be provided on a referral basis to the Collaborative within Independent School District #763 and other public school districts within Steele County. 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 worker and number of students served. This report will be made available to the Collaborative.

2. Employment Relationships: The Social Workers providing services to the Collaborative under this Agreement shall, at all times and for all purposes, remain solely an employee of the District. All hiring, evaluation, direction, control of

activities and termination of such employee 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, a sum not to exceed \$15,000.00.

4. Term: This Agreement shall be in effect for the 2016/2017 school year and shall be renegotiated annually. Further, this Agreement can only be amended or modified in whole or in part during the term 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.

5. Notice: All notices required to be given under this Agreement shall be in writing and given to the District as addressed to the Chairman of the Board of Education, Superintendent of Independent School District #763 or to the offices of Independent School District #763 at 750 2<sup>nd</sup> Avenue SE, Medford, MN 55049, and to the Collaborative addressed to Children's Mental Health Collaborative, 630 Florence Avenue, Owatonna, Minnesota 55060. 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.

#### 6. Additional Provisions

a. Equal Employment Opportunity and Civil Rights Clause

District and Collaborative agree to comply with the Civil Rights Act of 1964, Executive Order #11246 as amended, the Minnesota Human Rights Act, and applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment facilities, and services. District and Collaborative shall not discriminate in employment, facilities, and in the rendering of purchased services hereunder on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed, or national origin.

b. Rehabilitation Act Clause:

The District and Collaborative agree to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

c. Indemnity and Insurance Clause

Insurance:

1. Parties agree to protect the Collaborative from loss due to liability claims by applying for membership in the Minnesota Counties Insurance Trust. Membership shall include protection for (1) workers compensation and (2) property and casualty including: general liability, errors and omissions, professional liability, auto liability, and product liability.

2. Covered parties shall include any individual engaged in the activities of the Collaborative including but not limited to: signatories to the governance agreement; members of the governing board or any advisory committee, council, or task force staff employed by the Collaborative; staff employed by a Party and assigned to the Collaborative; volunteers; parents and consumers while performing duties for the Collaborative; or any other individual not affiliated with an insured organization while performing Collaborative duties.

3. It is understood and agreed that the liability shall be limited by the provisions of Minnesota Statutes Ch. 466 (Tort Liability. Political Subdivisions) and other applicable law and that such liability limits shall apply to any and all signatories to this Agreement and to any and all individuals while performing duties for the Collaborative.

4. Parties agree to evaluate the costs and benefits of providing an employee health plan, either through optional coverage from the Minnesota Counties Insurance Trust or another source.

5. Parties agree not to waive the provisions of this section.

#### Mutual Indemnification:

In any instance in which mutual liability coverage is unavailable or inapplicable, each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees, and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

#### d. Unavailability of Services

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 for 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 reasonably assignable to such service.

#### e. 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.

f. Conditions of Parties' Obligations

1. 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.
2. Before the termination date specified in this agreement, the Collaborative may evaluate the performance of the District in regard to the terms of this Agreement to determine whether such performance merits renewal of this Agreement. In the event of the termination of this Agreement for any reason other than the District's failure to perform its obligations hereunder, Collaborative shall reimburse and pay to the District any expense incurred by the District which was necessary to enable the District to render the purchased services hereunder to the extent said expenses cannot be reasonably mitigated by the District.
3. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, signed by both parties, and attached to the original of this Agreement. Any renewal of this Agreement beyond the original terms hereof shall be in writing and signed by both parties.
4. 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.
5. 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. Evaluative data collected will be used by the Collaborative in its funding decisions and will be shared with the District and community.
6. 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, news releases, public service announcements, or publications regarding the services rendered to the Collaborative hereunder.
7. District must maintain necessary and sufficient records to meet third party payment requirements regarding documentation of medical necessity.

8. Services will be performed by staff who is professionally qualified to provide services agreed to herein

g. Subcontracting and Assignments:

The District shall not enter into subcontracts or assignments of any of the work contemplated under this Agreement without written approval of the Collaborative. All subcontracts or assignments shall be subject to the requirements of this contract. The District shall continue to be responsible for the performance of the obligations of this Agreement despite any subcontract or assignment.

7. Contractor Debarment, Suspension and Responsibility Certification: Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly organized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, the contractor certifies that it and its principals\* and employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found in the Office of Inspector General (OIG) website at [www.dhhs.gov/progorg/oig/](http://www.dhhs.gov/progorg/oig/).

If you do not have access to the website, and/or need the information in an Alternative format, contact Contract Manager, Steele County Children's Mental Health Collaborative, at (507) 634-4334.

- 8. Waiver: The waiver by Independent School District #763 of any provision of this Agreement in a particular instance does not constitute a waiver overall. Independent School District #763, rather, continues to reserve all of its rights pursuant hereto at all times.

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

Independent School District #763:

Independent School District #763:

\_\_\_\_\_  
Chair of the Board – ISD #763

\_\_\_\_\_  
Clerk of the Board – ISD #763

Date of Approval: August 30, 2016

Steele County Area Children's Mental Health Collaborative:

\_\_\_\_\_  
Board Chairman