

CONTRACT FOR SERVICES

This Contract is entered into between AB Counseling Services (hereafter referred to as the “Contractor”) and Independent School District No. 200, Hastings, Minnesota (hereafter referred to as the “School District”), together referred to as the “Parties”.

The Contractor and the School District agree as follows:

I. TERM

This Contract is for the period commencing September 1, 2025 and ending August 31, 2026, unless terminated pursuant to Article XI.

II. SERVICES

The Contractor will provide school-based mental health counseling services to School District students and their families as follows:

- A. Consultation, assessment, supportive short-term counseling, family support and referral services regarding issues impacting students and their families. Direct services from the Contractor shall be provided in-person at designated schools. The scheduling of appointments will be between the Contractor and the student/family. The Contractor must communicate weekly schedules of student appointments to designated school personnel at each building, along with: (1) written permission from the student’s parent/guardian to be excused from a specific portion of the school day; and (2) for students younger than 16 years old, written consent to receive mental health services from the Contractor.
- B. The Contractor will accept referrals for services from a parent/guardian, school personnel, or a student. Referrals for students younger than 16 years old are subject to the required consent from a parent/guardian.
- C. The Contractor will provide referral services to students and their families in identifying resources, both public and private, within the community which provide services and/or facilities to deal with particular issues. The Contractor shall aid students and their families in understanding the differences among the service providers, such as location, cost, waiting lists, and eligibility for third-party reimbursement. The selection of and contact with service providers other than the Contractor shall be the responsibility of the students and their families.
- D. In addition to in-person services to students and their families, the Contractor shall provide telephone consultation between the hours of 8:00 a.m. and 5:00 p.m., Monday through

Friday, at the Contractor's facilities at 3503 High Point Drive, Suite 230, Oakdale, Minnesota 55128, telephone (651) 491-0616.

- E. All services provided School District students and their families pursuant to this Contract shall be free of charge to the student/family.

III. CONTRACTOR'S REPORTING OBLIGATIONS

- A. The Contractor will provide the School District documentation that all individuals providing services pursuant to this Contract are properly licensed as one or more of the following: Licensed Professional Counselor (LPC); Licensed Professional Clinical Counselor (LPCC); Licensed Psychologist (LP); Licensed Independent Clinical Social Worker (LICSW); Licensed Marriage and Family Therapist (LMFT).
- B. Documentation that all individuals providing services pursuant to this Contract have had the required criminal background check under Minnesota Statutes §214.075 and the outcome of the background check.
- C. The Contractor shall submit to the School District quarterly reports that include: (1) the number of students served by the Contractor during the preceding quarter; (2) the type of service provided to each student; (3) the number of parents/guardians/others served by the Contractor and the type of service provided; and (4) the number of individuals who were referred to another entity by the Contractor without direct service from the Contractor. The report shall not contain names or other personally identifiable information.
- D. The Contractor shall meet with designated School District personnel each quarter to evaluate the utilization and effectiveness of the services provided by the Contractor and any issues related to implementation of this Contract.

IV. SPACE

The School District will provide the Contractor adequate and confidential space to provide services, subject to availability and School District needs.

V. CONFIDENTIALITY

- A. Data collected, created, received, maintained, or disseminated for any purposes under this Contract are governed by the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act (FERPA). Also, due to the nature of the services provided by the Contractor, its records are subject to the Health Insurance Portability and Accountability Act (HIPA).

- B. Neither the Contractor nor the School District will release personally identifiable information regarding students, parents, or guardians to the other Party without the written informed consent of the data subject(s) or in the case of a health or safety emergency, as defined in FERPA.

VI. INDEPENDENT CONTRACT STATUS

The Contractor shall perform the services pursuant to this Contract as an independent contractor and not an employee of the School District. Neither the Contractor nor its agents or employees will be employees of the School District, and the Contractor acknowledges that it is providing services separately and independently from the School District's control, supervision, direction, and evaluation. The Contractor shall pay all required employment taxes and income tax withholding, including all federal and state income tax on any amount paid pursuant to this Contract. The Contractor has no authorization, express or implied, to bind the School District to any agreements, liability or understandings except as expressly set forth in this Contract. The Contractor shall be solely responsible for its acts and its employees and agents.

VII. INDEMNIFICATION

The Contractor shall at all times indemnify, hold harmless, defend, and release the School District, its current and former officers, agents, employees and board members from and against any and all liability, injuries, claims, damages, settlement or loss, including costs, expenses and attorneys' fees, which arise in connection with, and relation to, or as a result of the Contractors and/or its employees or agents acts or omissions. In the event any action or proceeding is brought against the School District, the Contractor shall defend the School District, at the Contractor's expense, by legal counsel reasonably satisfactory to the School District. The paragraph is not intended to waive any defenses or limits under the Municipal Tort Claims Act, Chapter 466, or any other statutory or common law defenses. This provision survives the expiration or termination of this Contract.

VIII. INSURANCE

At all times during its performance under this Contract, the Contractor shall obtain and keep in force comprehensive general and professional liability insurance, including coverage for personal injury, property damage, liability and automobile coverage, with limits not less than \$500,000 for each claimant and \$1,500,000 for number of claims arising of a single occurrence. The policies shall name the School District as an additional insured, and the Contractor must provide the School

District with Certificates of Insurance evidencing all coverages, limits and endorsements required pursuant to this Contract within ten (10) days of execution of this Contract.

IX. ASSIGNMENT

The Contractor's obligations under this Contract may not be assigned, delegated or transferred to any other person, firm or corporation without the prior written consent of the School District. The School District may void any purported assignment, delegation or subcontracting in violation of this Article.

X. COMPENSATION

The School District will pay the Contractor \$30,000.00 in 12 monthly installments of \$2,500.00 commencing on September 1, 2025.

XI. TERMINATION

The School District or the Contractor may terminate this Contract at any time without cause upon thirty (30) days written notice to the other Party. In the event of such termination, the Contractor shall be entitled to payment, calculated on a pro rata basis, and the School District shall be entitled to a refund on the same basis. Either Party may terminate this Contract effective immediately due to a material breach by the other Party. Termination based on a material breach shall be effective upon receipt of written notice.

XII. CHOICE OF LAW, FORUM, SELECTION, ENTIRE CONTRACT AND AMENDMENT

This Contract shall be construed under Minnesota law. An action arising out of this Contract shall be heard by a state court in Minnesota. This Contract constitutes the entire Contract and understanding of the Parties and replaces any prior or contemporaneous agreements, whether written or oral. Any amendments to the Contract shall be writing and executed by the Parties.

XIII. FORCE MAJEURE

Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party's reasonable control, providing the defaulting Party gives notice to the other Party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, pandemic, acts of civil or military authority, and natural disasters.

XIII. NOTICE

Any notice which is required or permitted be given pursuant to this Contract shall not be effective unless delivered in writing to a designated representative as indicated below:

School District:

Dr. Kristine Wehrkamp-Herman, Superintendent
Hastings Public Schools, ISD #200
1000 West 11th Street
Hastings, MN 55033

Contractor:

Amy Brown
AB Counseling Services
3503 High Point Drive N, #230
Oakdale, MN 55128

IN WITNESS WHEREOF, the School District and the Contractor have executed this Contract and intend to be bound by its terms.

HASTINGS PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

AB COUNSELING SERVICES, LLC

By: Amy M B

Name: Amy M. Brown

Title: Licensed Marriage & Family Therapist

Date: 11-17-2025