



## **WASHBURN CENTER FOR CHILDREN SERVICE AGREEMENT**

**EFFECTIVE DATE:** 7/1/2025

**(“Effective Date”)**

**PARTIES:**

Washburn Center for Children

**(“WCC”)**

Independent School District 191

**(“District”)**

**RECITALS:**

A. WCC is a Minnesota nonprofit corporation that provides mental health and related services to minor clients and families residing within WCC’s service area.

B. District is a public school district educating and supporting Minnesota students, including students who require clinical mental health and related services to support their educational activities and development.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Washburn Center for Children Service Agreement (this “**Agreement**”) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, WCC and District (each a “**Party**” and collectively, the “**Parties**”) agree as follows:

**AGREEMENTS:**

1. **Term.** Subject to the termination provisions set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and shall continue until 6/30/2026 (the “**Term**”).

2. **Services.** WCC shall perform the services set forth in Exhibit A, attached hereto and incorporated herein (the “**Services**”). The primary purpose of the Services is to help address the mental health concerns and needs of eligible students referred to WCC for Services (each a “**Client**”). The Services shall serve as a compliment to – and not a replacement for – the services provided by the District’s licensed staff, psychologists, social workers, and/or counselors, which shall be determined and provided in the District’s sole discretion, and are designed to help facilitate and support the delivery of educational services to both special education students and general education students in the least restrictive environment. WCC shall perform the Services in a professional manner; in compliance with this Agreement; and in compliance with any District

policy that is directly applicable to WCC, provided to WCC in writing, and does not interfere the WCC's clinicians' exercise of their professional judgment.

3. **Fees for Services.** WCC shall be compensated for the Services as set forth in Exhibit B, attached hereto and incorporated herein.

4. **Independent Contractor Status.** Nothing contained herein shall be construed to create the relationship of employer and employee, principal and agent, franchisor and franchisee, joint venturer, or partner between the Parties, or between WCC and any District personnel. Except as specifically set forth herein, neither Party shall have or exercise any control or direction over the methods by which the other Party performs work or obligations under this Agreement.

5. **Confidential Information; Client Information; Agency Communications.**

a. **Confidential Information.** District acknowledges and agrees that during the performance under this Agreement, District may have access to certain confidential information belonging to and owned by WCC, including, without limitation, policies, procedures, materials, contractual arrangements, pricing, and other business and financial information (collectively, "**Confidential Information**"). District shall maintain the confidentiality of all Confidential Information, and shall not divulge such information to any third party, except as expressly required by applicable law. District shall take reasonable precautions against the unauthorized disclosure of any of the Confidential Information. Upon the expiration or termination of this Agreement, District shall cease all use of any Confidential Information and shall return to WCC any copies thereof. This section shall not apply to Confidential Information which is public knowledge or that becomes a matter of public knowledge after the Effective Date, other than as a result of an unauthorized disclosure by District.

b. **Confidentiality of Client Information.**

i. **Compliance with Applicable Privacy Laws.** All information that identifies, or could be used to identify, a Client ("**Client Information**") shall be treated by each Party as confidential, and shall only be accessed, used, and disclosed by a Party as expressly permitted or required by applicable state and federal law.

ii. **WCC Client Records.** WCC shall maintain and own separate records for each Client in accordance with applicable law and WCC's policies and procedures. These records may include, without limitation, Client assessments, testing records, and related materials. District personnel shall not have the right to access, use, or obtain such records without first providing WCC with a valid written consent signed by the Client's parent, the Client's legal guardian, or other person with the legal authority to consent to such disclosures on the Client's behalf, authorizing the requested disclosure to District or its personnel.

c. **Communication with Agencies.** Except as otherwise required by law, District shall not communicate with any federal, state, or local government agency on behalf of WCC without the prior written consent of WCC.

d. Survival. The terms of this Section 5 shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

6. HIPAA Compliance. In the event WCC determines that WCC's provision of the Services creates a business associate relationship between WCC and District, the Parties shall enter into the Business Associate Agreement attached hereto as Exhibit C.

7. Office Space and Furnishings; Internet Access. During the Term of this Agreement, District will provide in each school a confidential office space in an area and setting that is appropriate for therapy, and that is accessible to WCC and its Clients during normal school hours. District shall equip this office space with standard office furniture, a locked filing cabinet available for WCC's sole use during the Term of this Agreement, and Internet access that is accessible from the electronic equipment provided and used by WCC and its personnel, including, without limitation, laptops and cellular phones. Such Internet access shall have sufficient bandwidth and Quality of Service (QoS) to provide WCC personnel with ready and reliable access to cloud-based services required to perform the Services, including but not limited to Microsoft 365, Google Workspaces, and Voice over IP telephony services, and may be provided via wired Local Area Network or a Wireless Local Area Network. WCC shall use the provided office space and Internet access solely to provide the Services; provided, however, that WCC personnel may use the provided office space and Internet access on an incidental basis for activities that are unrelated to the Services (e.g., short personal communications between sessions with Clients).

Washburn guarantees that technology used on the District premises is fully managed and will meet modern endpoint security standards including regular operating system patching and security updates, antivirus and antimalware software, and endpoint detection and response software. Washburn will provide, upon District request, information about the technology in use on the premises including make, model, OS version, MAC address, and any other information necessary to assist in the provisioning of Internet access while maintaining District network security standards.

8. Insurance. WCC shall maintain professional liability and general liability insurance during the Term of this Agreement with limits no less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

9. Indemnification. Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the other Party's written request, defend the other Party and its members, subsidiaries, affiliates, directors, trustees, officers, employees, agents, and independent contractors from and against any and all loss, cost, liability, or expense (including costs and reasonable fees of attorneys and other professionals), to the extent arising from the Indemnifying Party's negligence or intentional misconduct, including, without limitation, any act or omission that contributes to any (i) personal injury, sickness, disease or death; or (ii) violation of any applicable statute, ordinance or regulation. The terms of this section shall survive the expiration or termination of this Agreement.

10. Termination. The Parties may terminate this Agreement at any time by mutual written agreement. Further, either Party may terminate this Agreement at any time during the Term of this Agreement upon the following conditions:

- a. Upon providing 60 (sixty) days' written notice of termination to the other Party;
- b. Upon a breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement immediately if the breaching Party does not cure the breach within 20 (twenty) days of receiving written notice of the breach from the non-breaching Party; or
- c. Upon the insolvency, bankruptcy, or closure of either Party.

Upon the expiration or termination of this Agreement, neither Party shall have any further obligation under this Agreement except for the covenants that expressly or by operation of law extend beyond the expiration or termination of this Agreement.

**11. Entire Agreement; Amendment; Assignment; Headings.** This Agreement, including its Exhibits, constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all past and contemporaneous agreements, whether oral or written, between the Parties. This Agreement may not be amended or modified except by a writing signed by authorized representatives of each Party. This Agreement shall be assignable without District's consent by WCC to any entity that controls, is controlled by, or is under common control with WCC. The rights of District hereunder may not be assigned or transferred without WCC's prior written consent, which shall not be unreasonably withheld. All headings are for convenience only and shall not be construed to alter or impact the terms and conditions set forth in this Agreement.

**12. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**13. Non-Exclusive Arrangement; Client Transfers.** The Parties acknowledge and agree that either Party may contract with other individuals and entities to provide the types of services described herein as the Services, as well as other services. No WCC clinician shall transfer any Client to their private practice or another service provider unless they determine, in their professional judgment, that the Client requires services that cannot be provided pursuant to this Agreement or that such a transfer is clearly in the Client's best interests.

**14. Waiver.** The failure of either Party to complain of any default by the other Party or to enforce any of such Party's rights, no matter how long such failure may continue, will not constitute a waiver of the Party's rights under this Agreement. The waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the Parties.

**15. Force Majeure.** Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, or any similar cause beyond the control of either Party.

**16. Notices.** Any notices contemplated under this Agreement must be given in writing and shall be deemed effectively given when personally delivered or when mailed by certified mail, return receipt requested, or sent by reputable overnight delivery service, to the following address:

If to WCC:  
ATTN: Chief Operating Officer  
1100 Glenwood Avenue  
Minneapolis, MN 55405

*With a copy to:* Compliance@washburn.org

If to District:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**17. Severability.** In the event any part of this Agreement is found to be unenforceable, the Parties agree that that part shall be modified to make it enforceable to the maximum extent possible. If that part cannot be modified, it may be severed and the other parts of the Agreement shall remain enforceable.

**18. Counterparts.** This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

**19. Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota.

*[Remainder of page left intentionally blank; signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

**DISTRICT**

**WASHBURN CENTER FOR  
CHILDREN**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Beth Dahline  
Its: Chief Operating Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#85619959 (rev. March 2025)

## **EXHIBIT A SERVICES**

1. WCC shall provide clinical mental health assessment and therapy, care coordination, early identification, and other ancillary services to referred Clients on the District's premises (but outside the classroom setting), at an offsite location, or in the Client's home, as agreed upon by WCC, District, and the Client and their family.
2. The Parties shall work collaboratively to identify and refer Clients who, due to their mental health needs or concerns, may benefit from WCC's services. WCC's clinicians shall develop a plan of care for each referred Client that specifies the nature and scope of the services appropriate to and necessary for each referred Client. WCC's clinicians may involve or consult with the referred Client's family member(s) or other support person(s), and/or the District personnel working with the referred Client when developing or implementing a plan of care, as they deem appropriate in their professional judgment.
3. Upon District's reasonable request, WCC's clinicians shall participate in parent/teacher conferences and IEP meetings relating to a Client. The Parties shall work collaboratively to schedule such conferences and meetings at times and locations that are convenient to all participating individuals.
4. WCC shall provide 13 mental health practitioner/professional services at the following schools in District:

Full time sites:

- a. Harriet Bishop Elementary School
- b. Gideon Pond Elementary School
- c. Hidden Valley Elementary School
- d. William Byrne Elementary School
- e. Sky Oaks Elementary School
- f. Rahn Elementary School -
- g. Vista View Elementary School
- h. Burnsville High School
- i. Eagle Ridge
- j. Nicollet
- k. Burnsville Alternative/Virtual Academy

Part time site:

- l. Edward Neill Elementary School
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5. The actual hours and days when WCC shall provide the Services, and the caseload per clinician, will be determined by WCC and the District's designated personnel in order to meet the needs of individual children, families and the District. For clarity, the assigned clinicians may provide services to other individuals or entities that are not associated with District or this Agreement, and are not expected to dedicate all their professional working hours to the provision of the Services.

6. After the conclusion of each school year and upon District's reasonable request, WCC shall provide District with a summary of the Services provided during that school year and related outcomes.



## **EXHIBIT B COMPENSATION**

1. District shall pay WCC a total of six hundred twenty eight thousand dollars (\$628,000.00) during the Term of this Agreement for those Services that are provided by WCC pursuant to this Agreement and are not, in whole or in part, billed by WCC to any Client or third-party payor, including, without limitation, non-billable ancillary and supportive services including care coordination, consultation and training services, and staff time dedicated to referrals, coordination, planning, and program development and implementation. On a monthly basis, WCC shall invoice District for 1/12<sup>th</sup> of this total amount (\$52,333.33). District shall pay each invoice, in full, within 30 (thirty) days of the invoice's date.
2. In the event this Agreement is terminated prior to the end of the Term, District shall be responsible for paying WCC the amounts owed pursuant to Section 1 of this Exhibit B through the month in which the termination becomes effective. For example, if the Agreement is terminated effective March 15, District shall pay WCC for the full March payment, but will not owe the monthly payments for April and beyond.
3. WCC shall have the sole right to submit claims to a Client's commercial health insurance provider, Medical Assistance, or other third-party payor for billable services provided by WCC's clinicians to the Client, and to retain all related payments. For clarity, any such amounts shall be in addition to, and shall not offset, the amounts owed by District to WCC under Section 1 of this Exhibit B.