

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 4th day of November, 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and PAVSA, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 4th, 2021 and shall remain in effect until June 30th, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### **2. Performance.**

It is understood that PAVSA and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and to communicate any pertinent information or concern that affect the overall success of the MOU in a timely manner.

Role of PAVSA, a Community Provider:

- 1) Meet with Duluth School administration staff to plan a system of service delivery
- 2) Provide services on site in Duluth Schools
- 3) Employ and be responsible for PAVSA staff placed or on site in Duluth schools
- 4) Maintain appropriate professional liability insurance
- 5) Accept referrals from school district staff
- 6) Share student/client information with school staff as needed and with consent of the student/responsible guardian
- 7) Maintain and own records of students served
- 8) No consent will be necessary for advocacy and/or crisis counseling
- 9) Students receiving more than 3 sessions of individual advocacy and/or crisis counseling, consent will be obtained for ongoing counseling services
- 10) Conduct appropriate background checks to ensure that PAVSA staff are not legally restricted from performing duties of their job in a school setting
- 11) Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership
- 12) Provide training and seminars to Duluth school staff and students when warranted and on and ongoing/yearly basis
- 13) Ensure that meetings with advocates do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

- 14) Ensure that advocacy services do not interfere with students receiving federally mandated IEP services from Special Education staff.
- 15) Will review MOU with District designated staff yearly

Role of Duluth School District:

- 1) Meet with PAVSA administration staff to plan a system of delivery service
- 2) Provide PAVSA staff with appropriate meeting space
- 3) Inform school staff of PAVSA services available
- 4) Meet periodically with PAVSA administration or designated staff to review working relationship in order to address any concerns and promote an active partnership
- 5) When school staff send referrals to PAVSA, student identifying information will not be given until there is an in-person meeting
- 6) Will review MOU with PAVSA designated staff yearly

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0.00 hourly and \$0.00 in total. This is a no cost agreement.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jacob Laurent, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 32 E 1st St, Ste 200, Duluth, MN 55802.

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

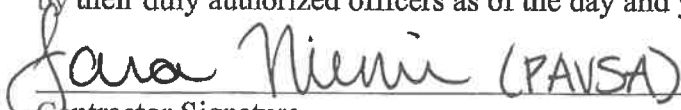
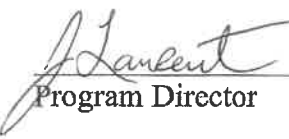
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


11-15-21  
 Contractor Signature SSN/Tax ID Number Date  

11-15-21  
 Program Director Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


11/22/21  
 CFO / Superintendent of Schools / Board Chair Date

## **MEMORANDUM OF UNDERSTANDING**

**Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD #709**

### **I. BACKGROUND AND INTENT**

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Fond du Lac Human Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their mental health services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that the tribally owned and operated Fond du Lac Human Services has a full services Behavioral Health Department designed to serve American Indian children and their families;

WHEREAS, Fond du Lac Human Services desires to locate School Linked Mental Health Therapists, in Duluth Public Schools to provide therapeutic services for students including mental health services such as, diagnostic assessments, mental health treatment plans, individual therapeutic sessions, children's mental health case management (CM-CMH) services and when deemed clinically necessary by the FDL-SLMH Therapist – Children's Therapeutic Support Services (CTSS);

THEREFORE, Fond du Lac Human Services and Duluth Public Schools agree that it is in the best interest of American Indian Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Fond du Lac Human Services Division and Duluth Public School District ISD #709 in its implementation of creating educational successes for American Indian Children by providing quality, culturally appropriate therapeutic services to students with unmet social, emotional, behavioral/mental health needs.

### **II. ROLES AND RESPONSIBILITIES**

#### **Roles of Fond du Lac and ISD #709**

It is understood that Fond du Lac and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate

any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

### **Role of Fond du Lac**

1. Fond du Lac licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, Fond du Lac Mental Health Supervisor, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, Indian Education Director and school Principals.
2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by Fond du Lac Behavioral Health in the Duluth Public Schools are clients of Fond du Lac Human Services and are subject to the same rights and responsibilities as clients served onsite at any Fond du Lac Human Services facility.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of Fond du Lac and ISD #709.
6. Locate therapists at Duluth Public Schools in order to provide mental health services in a private setting identified by school administrators.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.

12. Obtain insurance and other information necessary to appropriately bill parents and/or 3<sup>rd</sup> party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by Fond du Lac.
13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.
14. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.
15. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

### **Role of ISD 709**

1. Meet with Fond du Lac administrative staff to plan a system of mental health service delivery.
2. Inform Principals and school staff of services available and work with Fond du Lac staff to develop a system to identify and refer students that may be in need of mental health services. Meet periodically with Fond du Lac administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide Fond du Lac with a private meeting space for mental health professionals with access to a telephone and internet connection.
4. Upon parental permission and Fond du Lac's request, Fond du Lac will be provided student schedules in order to meet with students for therapy services.
5. Obtain parental permission before referring students to Fond du Lac for therapy services.

### **III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of 1-10-2021 and will continue through 6-30-2022 unless either party provides written notice per the Termination clause below.



**Termination.** Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

**Confidentiality.** Fond du Lac and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Fond du Lac and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement. Both parties agree to perform within state and federal laws regarding confidentiality.

See pages of the 2018 Behavioral Health Policy and Procedure (attached).

**Referrals.** Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established Fond du Lac Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact Fond du Lac's SLMH Administrative Specialist to initiate services. The Fond du Lac staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer American Indian students to Fond du Lac Mental Health Professionals for culturally appropriate therapeutic services.

**Data Collection.** Duluth Public School District, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records and behavioral violations to Fond du Lac Behavioral Health when requested.

**Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

**Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint

venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds, Assistant Superintendent, 3816 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Fond du Lac Human Services Division, Behavioral Health Department, 927 Trettle Lane, Cloquet, MN 55720

**Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to

“data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

**Mutual Consent to Collaboration.** Fond du Lac and Duluth Public School District agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of School Linked Mental Health services.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Fond du Lac Human Services**

 \_\_\_\_\_ **Date:** 10/18/21  
**Cathy Erickson**  
**CFO, Executive Director of Business Services, ISD #709**