

RUSHFORD-PETERSON PUBLIC SCHOOLS
1000 Pine Meadows Lane
Rushford, MN 55971
and
HIAWATHA VALLEY MENTAL HEALTH CENTER

Rushford-Peterson Public School, 1000 Pine Meadows Lane, Rushford, MN 55971, hereafter referred to as the "School", and Hiawatha Valley Mental Health Center, 166 Main Street, Winona, Minnesota 55987, (507) 454-4341, hereafter referred to as the "Contractor" enter into this agreement for the period from September 1, 2018 – August 31, 2019.

WHEREAS, the School wished to purchase services from the Contractor.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the School and Contractor agree as follows:

1. Cost and Delivery of Service:

- a. The amount to be paid to the Hiawatha Valley Mental Health Center by the School under this Agreement shall be \$17,141 for the academic school year.
- b. The funds will be used to cover the cost of adolescent therapy and day treatment related, non-direct service, consultation, training and other services and supports to school staff, students and parents not billable and reimbursed by third party payers.
- c. The fee is based on a percentage of trained clinical provider staff time – 6 hours/weekly of program time for two or more staff operating the day treatment program.
- d. Services shall be delivered on site at school location determined by district staff.

2. Payment for Purchased Services

- a. Services will be billed after the last day of each month for the September 1, 2018 to June 30, 2019 school year. Invoices will be 1/10 of the total approved contract for that period.
- b. Payment: The School agrees to make payment within 30 days of the date of the receipt of the claim from the Contractor.

3. Audit and Record Disclosure:

The Contractor shall:

- a. Allow personnel of the County, the Minnesota Department of Public Welfare, and the Department of Health & Human Services, access to the Contractor's records at reasonable hours in order to exercise their responsibilities to monitor and evaluate compliance with standards, services and fund disbursements under this agreement.

- b. Maintain records at 166 Main Street, Winona, MN and/or 420 East Sarnia Street for seven years for audit purposes.
- c. Comply with any applicable statutes or regulations.

4. Safeguard of Client Information:

The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

5. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

(When applicable) Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed twenty or less full-time employees during the previous 12 months.

6. Fair Hearing and Grievance Procedures:

- a. Bonding: The Contractor shall be insured at all times, during the term of this agreement, covering the activity of its personnel authorized to receive or distribute monies.
- b. Indemnify: The Contractor agrees that it will at all times indemnify and hold harmless the School from any all liability, loss, damage, cost or expenses which may be claimed against the School or Contractor;
 - 1. By reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased, used as in-kind space or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - 2. By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.
- c. Insurance: The Contractor further agrees, in order to protect itself and the School under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000 for bodily injury and \$100,000 for property damage.

7. Conditions of the Parties' Obligations:

- a. It is understood and agreed that in the event the funding to the Contractor from County, State, Federal, Schools, and Private Payer sources is not obtained and continued at a level sufficient to allow for the provision of the Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. The Agreement may be cancelled by either party at any time with or without cause, upon 60 days' notice, in writing, delivered by mail or in person.
- c. Any alterations, variations, modifications, or waivers not specifically provided in the agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- d. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the School, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the School. Such approval shall be considered to be a modification of the agreement.
- e. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
- f. The Contractor certifies current licensure/certification approval from the State of Minnesota or Political Subdivision and agrees to maintain licensure for the duration of the contract. The Contractor is responsible for complying with provision of service rules as outlined in chapter 16 of the Health Care Providers Provider Manual Chapter 16 Rehabilitative Services for Children. In the event said license is removed and Contractor will be considered in default and the contract will be terminated immediately upon the effective date of non-licensed status.
- g. Hiawatha Valley Mental Health Center will work collaboratively with each school that supports placements of students enrolled in special education services to the Day Treatment program. Each school maintains IEP responsibilities to ensure due process procedures and services specified in IDEA '97 and Minnesota Rules, Chapter 3525 are met.

8. Subcontracting:

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the School. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

9. Miscellaneous:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the School relating to the subject matter hereof.

IN WITNESS WHEREOF, The Department and the Contractor have executed this agreement as of the day and year first above written.

By
Superintendent, Rushford-Peterson Schools

DATED: _____

By
Board Chair, Rushford-Peterson Schools

DATED: _____

By
Director of Contracting Agency

DATED:_____