

## **PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract entered into this 1<sup>st</sup> day of April, 2026 by and between Independent School District #2909, Rock Ridge Public Schools (hereinafter ISD #2909) and Range Mental Health Center (hereinafter RMHC) is intended to establish a relationship through which Children's Mental Health Services may be provided to the students of ISD #2909.

### **RECITALS**

**WHEREAS**, ISD #2909 wishes to secure a provider of Children's Mental Health Services and provide the same to the students it serves; and

**WHEREAS**, RMHC is a provider of mental health and related services and it has been determined that they are qualified to provide Children's Mental Health Services.

**NOW, THEREFORE**, for good and valuable mutual consideration, and with the intent of being legally bound, ISD #2909 and RMHC agree as follows:

1. **ENGAGEMENT**. Upon the terms and conditions set forth in this Agreement, ISD #2909 hereby contracts with RMHC, to provide Children's Mental Health Services at all locations and at such times as it is determined there is a need for such services.
2. **TERM**. The term of Agreement shall begin July 1, 2026, and shall continue for a period of one year concluding on June 30, 2027.

This Agreement may be terminated by either party upon 60 days' notice; provided, however, that by mutual agreement termination may be deemed effective upon the commencement of service by a qualified replacement service provider.

3. **DUTIES**. RMHC agrees that it shall skillfully and diligently provide all such services as are identified in the attached Exhibit A. It is further agreed and understood between the parties as follows:
  - a. All services provided pursuant to this Agreement shall be performed by licensed behavioral health providers/practitioners who shall conform to such requirements as are established by the Minnesota Department of Human Services certification for Children's Therapeutic Services and Supports.
  - b. All services provided pursuant to this Agreement shall be in line with appropriate standards of care.
  - c. All services provided pursuant to this Agreement shall be covered by such professional and liability insurance policies as are commonly required within the industry. Such policies are specifically identified in the attached Exhibit B.

4. **SPACE.** ISD #2909 agrees that it shall provide adequate and confidential space to support individual and group services for up to eight clients at a time for all RMHC Behavioral Health Professionals and Behavioral Health Practitioners based in each school site.
5. **SCHEDULE.** RMHC shall provide all services contemplated by this Agreement at such times and locations as are convenient to ISD #2909 to the extent practicable. Each party acknowledges and agrees that they will use best efforts to work together to schedule the provision of services in the best interests of the students of ISD #2909 while respecting practical realities of each party's schedules. However, it is acknowledged that RMHC shall control its own scheduling.
6. **COMPENSATION.** In consideration of the performance of services rendered by RMHC pursuant to this Agreement, it is agreed by and between the parties that the rates associated with the services outlined in Exhibit A shall be the billable rate and sole compensation which shall be remitted to RMHC. It is further acknowledged that no agent or service provider employed by RMHC shall receive any additional benefits, compensation, or remuneration from ISD #2909. All services performed shall be invoiced by RMHC to ISD #2909. All invoices submitted shall be due and payable within 30 days of issuance.

ISD #2909 acknowledges and agrees that it is responsible for payment of all invoices properly submitted and, in the event of early cancellation of this Agreement, shall be responsible for payment of all amounts due for services actually performed prior to and including the date of final service.

It is further acknowledged that each facility or location where RMHC shall be engaged to provide services pursuant to this Agreement shall be considered a satellite office of RMHC during the term of this Agreement and for purposes of the provision of service and billing.

7. **INDEMNIFICATION.** The parties hereto mutually acknowledge and agree as follows:
  - a. RMHC agrees that it will defend, indemnify and hold harmless ISD #2909, its officers, and employees against any and all liability, loss, costs, damages, and expenses which the ISD #2909, its officers or employees may herein sustain, incur, or be required to pay arising out of the RMHC's performance, or failure to adequately perform, its obligations pursuant to this Agreement.
  - b. ISD #2909 agrees it will defend, indemnify, and hold harmless RMHC against any and all liability, loss, costs, damages and expenses which RMHC may herein sustain, incur, or be required to pay arising out of ,ISD #2909's performance, or failure to adequately perform, its obligations pursuant to this Agreement.

8. **CONTROL OF INFORMATION.** The parties hereby acknowledge and agree that certain State and Federal laws control the manner in which information is collected, stored, and disseminated. Specifically, it is agreed and acknowledged as follows:
- a. All data collected, created, received, maintained, or disseminated for any purposes by the activities of RMHC because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.01 et seq., as those provisions may be amended from time to time, the Minnesota Rules implementing such act now in force or as adopted in the future, as well as federal regulations on data privacy.
  - b. Because of the nature of the services provided certain information, records, and documents created pursuant to this Agreement is subject to the Health Insurance Portability and Accountability Act. In the implementation of its obligation under that act, RMHC has developed and adopted implementation policies which are summarized and attached hereto as Exhibit C. All information, documents, and records created pursuant to this Agreement shall be subject to those policies.
  - c. Both RMHC and ISD #2909 acknowledge that by the nature of the services provided pursuant to this Agreement each will have access to confidential information regarding individuals involved in the provision and receipt of services as well as the business operations of the other party to this Agreement. The parties hereby covenant that they will maintain the confidentiality of all such information which shall from time to time come into their possession to the greatest extent permitted or required by any applicable laws, rules, or regulations.
9. **INDEPENDENT PROVIDER.** The parties to this Agreement acknowledge and agree that RMHC is, and shall be, an independent provider of services, and that such independence is critical to the proper provision of mental health services. The parties further agree that RMHC is free to employ or contract with other persons or entities to provide services under this Agreement. RMHC is free to provide services to other businesses or organizations and may reject any assignment given by ISD #2909.
10. **DEFAULT.** If the RMHC fails to perform any of the provisions of this Agreement, or fails to discharge its duty so as to endanger the performance of this Agreement, this shall constitute default. Likewise, if ISD #2909 fails to perform any of the provisions of this Agreement, or fails to discharge any duty borne upon it so as to endanger the performance of this Agreement, this shall constitute default.

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

**District**

Dr. Noel Schmidt  
ISD #2909  
1405 Progress Parkway  
Virginia, MN 55792

**Service Provider**

Annmarie Florest, CEO  
Range Mental Health Center  
624 13<sup>th</sup> Street South  
Virginia, MN 55792

12. **SEVERABILITY.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction or by operation of law, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

The undersigned parties hereto have caused this Agreement to be executed and do intend that it shall be effective to control the relationship between them.

RANGE MENTAL HEALTH CENTER:

ISD #2909:

By: Annmarie Florest 3/24/2026

By: \_\_\_\_\_

CEO Date

Superintendent Date

## **EXHIBIT A**

### Schedule of available services/rates

#### **Special Education Services**

- Skills Individual \$17.25 per 15-minute unit/\$69.00 per hour
- Skills Group (per child) \$11.75 per 15-minute unit/\$47.00 per hour

#### **Crisis Assessments**

\$75 per assessment

\*Assessments billed to school district only for non RMHC clients when requested to be assessed by the school.

#### **Mental Health Professional Services (Covered by Individual's Insurance)**

Comprehensive Evaluation

Therapy Services

Other Ancillary Services are provided by RMHC Staff within the school via other funding sources. These services include but are not limited to: parent consultations, teacher consultations, and school wide and/or staff trainings and will be provided as funding allows.

Please reach out to Range Mental Health Center for information on other services to be provided within the school setting and what funding sources may be available.

## **EXHIBIT B**

### Liability/Professional Insurance in Force:

- a. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining to premise operations. In the event Combined Single Limits Coverage is not secured by the Service Provider, the minimum limits apply:
  1. \$3,000,000 Aggregate
  2. \$2,000,000 Each Occurrence
- b. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$2,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.
- c. Professional Liability Insurance (when required) the following minimum limits apply:
  1. \$3,000,000 Aggregate
  2. \$1,000,000 Each Occurrence
- d. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- e. Worker's Compensation Insurance.
- f. Prior to the effective date of this Agreement, and as a condition precedent, the Service Provider will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

**EXHIBIT C**  
Information Control/Dissemination Policies:

RMHC has developed and adopted implementation policies under the Minnesota Government Data Practices Act. If you would like to see copies of these policies listed below, please contact our Quality and Compliance Director:

Jessie Perkovich, LPCC  
Phone: 218-404-4791  
Fax: 218-741-3080  
[jperkovich@rangementalhealth.org](mailto:jperkovich@rangementalhealth.org)

Policies available:

HIPAA Privacy Compliance Polices & Procedures  
Notice of Privacy Practices  
Disclosure to Family Members