

## PURCHASE OF SERVICE AGREEMENT

Pelican School District 548, 310 So Broadway, Pelican Rapids, MN 56572, hereinafter referred to as the "Agency," Lutheran Social Service of Minnesota, 731 Western Avenue, Fergus Falls, MN 56537, hereinafter referred to as the "Vendor" enter into this agreement for the period from September 1, 2019 to August 31, 2020.

### RECITALS

WHEREAS, the Vendor is a party which provides Children's Mental Health Services and Mental Health Consultation Services; and

WHEREAS, the Agency wishes to purchase Children's Mental Health Services and Mental Health Consultation Services from the vendor;

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

#### 1. Definitions:

1.1 **Children's Mental Health Services.** "Children's Mental Health Services" include Children's Therapeutic Services and Supports (CTSS) pursuant to Minn. Stat. §256B.0943 and Children's Mental Health Clinical Care Consultation pursuant to Minn. Stat. §256B.0625, sub. 62.

1.2 **Diagnostic Assessment.** "Diagnostic Assessment" means a written assessment that documents a clinical and functional face-to-face evaluation of the client's mental health, including the nature, severity and impact of behavioral difficulties, function impairment, and subjective distress of the client, and identifies the client's strengths and resources, pursuant to Minn. Rules 9505.0372, sub. 1.

1.3 **Emotional Disturbance.** "Emotional Disturbance" means an organic disorder of the brain or a clinically significant disorder of thought, mood, perception, orientation, memory, or behavior that: (1) is detailed in a diagnostic codes list published by the commissioner; and (2) seriously limits a child's capacity to function in primary aspects of daily living such as personal relations, living arrangements, work, school and recreation (Minn. Stat §245.4871, sub. 15).

1.4 **Psychotherapy.** "Psychotherapy" means treatment of a client with mental illness that applies the most appropriate psychological, psychiatric, psychosocial, or interpersonal method that conforms to prevailing community standards of professional practice to meet the mental health needs of the client, pursuant to Minn. Rules 94.04.0372, sub 6.

1.5 **Mental Health Consultation Services.** "Mental Health Consultation Services" include education, training, discussions, and communication regarding mental health related topics that are not covered as an outpatient mental health services by medical assistance or third party insurance.

1.6 **Mental Health Skills Services.** “Mental Health Skills Services” include training, modeling and integration in a group setting of skills determined beneficial to educational success in relationship to mental health concerns identified through a Diagnostic Assessment.

**2. Vendors Duties:**

2.1 The Vendor will provide “Children’s Mental Health Services” to children and their families in the Pelican School locations as follows:

2.1.1. Complete a Diagnostic Assessment for students identified for services where no valid Diagnostic Assessment is available within five school days of referral and receipt of parental/guardian consent for services

2.1.2. Provide individual, group and family psychotherapy for identified and eligible students with a diagnosis of an “emotional disturbance” as long as these services do not duplicate those received by another provider or agency

2.1.3. Provide services to direct caregivers and families through the provision of CTSS and “psychotherapy” services for identified and eligible students who have a diagnosis of an “emotional disturbance”

2.2 The Vendor will provide “mental health consultation” as follows:

2.2.1. Provide mental health consultation to educators, staff, school administrators, and other agency personnel to discuss mental health related topics as appropriate for both students accessing mental health services and other students. Mental health consultation will be available 4 hours per week when school is in session

2.2.2. Provide in-service training opportunities on mental health related topics to school district staff and personnel as education opportunities are identified, not to exceed 12 hours of training per school year

2.3 Services will be provided at 1.0 FTE by a licensed Mental Health Professional (Minn. Stat. §245.4871 sub. 27) or Mental Health Practitioner qualified as a Clinical Trainee (Minn. Rule §9505.0371 sub. 5) under the supervision of a Mental Health Professional.

2.4 The Vendor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, Agency shall determine whether such inability will require modification or cancellation of said contract.

**3. Agency Duties:**

3.1. Provide administrative support as follows:

3.1.1. Provide designated district personnel who will assist in contracting parents or identified caregivers of students referred for services to facilitate the transfer and completion of required paperwork, including, but not limited to, intake packets, consent forms, screening checklists, assessment forms and release of information forms

3.1.2. Provide a designated private office space where services can be provided to students at each school building during times identified for the provision of services

**4. Payment:**

4.1. The cost of having 1.0 FTE dedicated to provide “children’s mental health services” and “mental health consultation” for the Agency will be \$28,500.

4.1.1. The Agency agrees to pay the Vendor \$7,125 Quarterly, beginning September 1, 2019 and ending June 1, 2020

4.2. The Vendor retains the right to bill third party insurance and/or medical assistance for eligible services and retain payments received

**5. Representations and Warranties of the Vendor:**

5.1. **Compliance with Laws; Licensure.** The Vendor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Vendor is responsible during the term of the Agreement. This will include, but not be limited to, current health, fire marshal and program licenses, zoning standards, staff certification requirements, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective or will become effective during the term of the Agreement. Any failure of the Vendor to comply with the requirements of the paragraph shall constitute cause for cancellation of the Agreement by the Agency.

Notwithstanding any other provision of the Agreement, such cancellation may be effective in the sole discretion of THE AGENCY, as of the date of such failure.

5.2 **Independent Contractor Status.** It is agreed that nothing contained in the agreement is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the Agency and the Vendor. The Vendor is an independent contractor and neither it, its employees, agents, nor representatives, shall be considered employees, agents of representatives of the Agency. Except as otherwise provided herein, the Vendor shall maintain in all respects its present control over clients and the means and personnel by which this Agreement performed. From any amounts due the Vendor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer relationship unless require by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Vendor.

5.3. **Indemnification the Agency.** Except when caused by the negligence of the Agency, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its directors, officers, employees and agents against any and all liabilities, losses damages, costs, and expenses, including attorney’s fees, which THE AGENCY may sustain, incur, or be required to pay by reason of any act or omission of the Vendor, its agents, directors, officers, or employees during the performance under the Agreement.

5.4. **Insurance.** The Vendor agrees that to protect itself as well as the Agency under the indemnification clause in the Agreement, it will at all times during the term of this Agreement have and keep in force the following insurance all of which shall name the Agency as an additional insured. The Vendor agrees to provide the Agency with certificates of insurance.

1. General Liability Insurance
2. Automobile Liability Insurance

3. Workers Compensation and Employers Liability Workers Compensation
4. Professional Liability Insurance – Minimum Limits: \$1,000,000 per occurrence, \$3,000,000 aggregate. All certificates of insurance shall provide that the insurance company give the Agency thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.

It is the responsibility of the Vendor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

The Vendor shall not commence work until the Vendor has obtained required insurance and filed an acceptable certificate of insurance with the Agency. Copies of the insurance policies shall be submitted upon request.

Nothing in this Agreement shall constitute a waiver by the Agency of any statutory limits or exceptions on liability.

**5.5 Confidentiality.** The parties shall not, at any time, directly or indirectly, use, copy, reveal, report, memorialize, publish, duplicate or otherwise disclose to any third party in any way whatsoever any confidential information without the written consent of the other party, which consent shall be exercised in the sole discretion of such party. The parties shall receive, maintain and use the confidential information in the strictest of confidence and use best efforts to keep the confidential information strictly confidential and to prevent disclosure thereof.

**6. Miscellaneous:**

**6.1. Assignment.** The rights, interests and obligations of the Vendor under the provisions of the Agreement shall not be assignable without the prior written consent of THE AGENCY.

**6.2. Notices.** Any notice or other communication required or permitted to be given or served upon any of the parties under this Agreement shall be sufficiently delivered, given or served if delivered personally to such party or if sent to such party by registered or certified mail, postage prepaid, addressed to such party as set forth below or at such other address as such party shall designate, by giving written notice to the other parties as follows:

For notice to the Agency:	Pelican Rapids Schools Randi Anderson, Superintendent 310 So Broadway Pelican Rapids, MN 56572
For notice to the Vendor:	Lutheran Social Service of MN Kate Coughlin, NW Region Director 731 Western Ave Fergus Falls, MN 56537

6.3 **Amendments.** Any alteration, modification, waiver or amendment of the provisions of this agreement shall be valid only when reduced in writing as an amendment and signed by both parties.

6.4 **No Waiver.** Failure of either party hereto to enforce any term or provision of this Agreement shall not be construed as a waiver of such term or provision or of the right to enforce such term or provision.

6.5 **Entire Agreement; Severability.** 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 this subject matter as well as any previous agreements of the parties presently in effect relating to the subject matter hereof.

The provisions of this Agreement are several. If any paragraph, section, subdivision, sentence, clause, or other provision of this Agreement is, for any reason, held to be contrary to any law, rule or regulation, such decision shall not affect the remaining provisions of this Agreement.

7. **Term.** The terms of this Agreement shall be for the period beginning September 1, 2019 and ending August 31, 2020; provided, however either the Vendor or Agency may terminate this Agreement upon thirty (30) days written notice to the other part, and that in addition this Agreement shall terminate immediately and without notice in the event the contract between Otter Tail County and the Vendor is terminated.

8. **Construction; Applicable Law.** This Agreement shall be construed under and governed by the Laws of the State of Minnesota.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PELICAN RAPIDS SCHOOL DISTRICT 548

By \_\_\_\_\_  
Randi Anderson, Superintendent

LUTHERAN SOCIAL SERVICE OF MN

By \_\_\_\_\_  
Maureen Warren, Vice President & Chief Family Services Officer

