



Public Health
Prevent. Promote. Protect.

WADENA COUNTY PUBLIC HEALTH

22 Dayton Avenue SE
Wadena, MN 56482-1592
218.631.7629
fax 218.631.7632

Date: June 20, 2018

To: Paul Brownlow, Superintendent
Verndale Public School District 818
411 Southwest Brown Street
Verndale, MN 56481

From: Cynthia M. Pederson, Director
Wadena County Public Health

cindy.pederson@co.wadena.mn.us

Re: 2018-2019 School Health Nursing Services Contract

Enclosed is your School Health Nursing Services Contract effective July 1, 2018 through June 30, 2019.

Please sign and return. The fully signed contract will be returned to you for your records.

We are pleased to be able to provide a school nurse and look forward to another year of providing this service. You will only be billed for actual hours provided up to the maximum allowed in the contract. Thank you for your planning and support in this important area.

Please feel free to call if you have any questions.

It is a pleasure to work with you.

Encl 1

Agreement

THIS AGREEMENT is between the County of Wadena, by and through the Wadena County Public Health, hereinafter referred to as "Public Health" and Verndale School District Number 818, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Contractor has need for School Health Nursing Services; and

WHEREAS, Public Health has qualified staff to provide School Health Nursing Services,

NOW THEREFORE, in consideration of mutual covenants and agreement contained herein, it is agreed, by and between Public Health and the Contractor that:

A. Public Health agrees to:

1. Provide qualified school health nursing services of up to 300 hours direct per year. Direct time will include actual hours spent and travel time to and from the school. Direct time may include hours at another location as requested by the school. Hours above the 300-hour maximum will be prior approved by the school district. Public Health may substitute a nurse if the assigned nurse is not available.

2. Provide directly or indirectly the following requested school services, following written policies and procedures:

a. Individual student follow up.

b. Screening services

- 1) Lice checks as requested
- 2) Vision
- 3) Hearing
- 4) Scoliosis
- 5) Follow up on Early Childhood Screening referrals
- 6) Height and weight

c. Communicable disease control

- 1) Review fall immunization report which is submitted to the Minnesota Department of Health.
- 2) Review student health records.
- 3) Immunization clinics as necessary are arranged.
- 4) Follow up on communicable diseases.

d. Health education

- 1) Resources to teachers as time allows
- 2) Health problems including but not limited to:
 - a. Dental health
 - b. Cancer detection
 - c. Growth and development

- d. Nutrition
- e. Provide general training sessions for new faculty/staff to meet OSHA Bloodborne Pathogen Standard 29CFR 1919.1030 requirements
- f. Provide Hepatitis B vaccine and administer to faculty/staff according to recommended schedule.
- g. Provide technical assistance to review and update the Exposure Control Plan as required by the OSHA Standard as requested.

3. Reports of school health activities will be made as requested during the school year and an annual report at the end of the school year.

4. Contract services to be provided will follow standards of school nursing as outlined in Goals of School Nursing, a publication of the Minnesota Nurse's Association; the School Health Manual, a publication of the Minnesota Department of Health, and the Nurse Practice Act of Minnesota.

5. Shall bill for services on a monthly basis within 30 days of the end of the month.

B. The Contractor Agrees to:

1. Provide office space, including a desk and phone for the nurse when working in the school.

2. Appoint a school health aide to assist the school nurse.

3. Make available forms, materials and equipment to be used for school records, correspondence and clinics.

4. Provide a contact person through whom teachers and school personnel can make referrals to the nurse.

5. Maintain and provide access to school health records.

6. Recording of clinics and screening results on health records will be done by the designated school health aide. The school nurse will work with the aide to teach proper recording. School Health Aide will keep current list of all students enrolled available for the school nurse.

7. Provide appropriate space for the school nurse to carry out school health activities. (e.g. hearing screening requires a quiet area, vision screening requires proper illumination.)

8. Assist Public Health in school health program development and evaluation by providing data and administrative conferences, if requested.

9. The Contractor may request additional hours of service beyond those specified in A1.

10. Reimburse Public Health for services at \$45.44 per hour for school nurse time.

11. Pay Public Health for services rendered within 30 days of billing.

12. Pay for mileage for school health nursing services on a monthly basis at the prevailing federal mileage rate for miles driven round trip from Public Health to the school and other school health services work related assignments to meet the needs of the school.

13. Pay Public Health for Hepatitis B vaccine services per employee at the current rate determined by Public Health including vaccine and administration costs.

14. Pay Public Health for photocopies at the public health office at the current established internal rate.

15. **Confidentiality.** The Contractor and its employees will maintain the confidentiality of all information regarding persons identified through this contract in accordance with all applicable state and federal statutes and regulations, including HIPAA privacy requirements. For purposes of complying with HIPAA security standards, the Contractor will maintain the appropriate administrative, technical and physical safeguards for individually identifiable health information that is electronically transmitted or maintained.

C. Joint Agreements

1. Public Health or Contractor may terminate this Agreement without cause and for any reason upon giving sixty (60) days written notice to the other party. In such event, Public Health shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

2. Any alteration, variation, modification or waiver of provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties and attached to this Agreement.

3. This Agreement shall constitute the entire Agreement between the parties and shall supercede all prior oral or written negotiation.

4. The duration of this contract is from July 1, 2018 through June 30, 2019.

In witness whereof, the parties hereto have caused this Agreement to be duly executed:

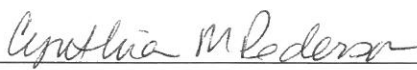
Attest:



Ryan Odden
Wadena County Coordinator

6/21/18

Date



Cynthia M. Pederson, Director
Wadena County Public Health

6-12-18

Date

Approved as to form and execution:

Kyra Ladd
Wadena County Attorney

Date

Paul Brownlow
Superintendent
Verndale School District #818

Date

Approved by Wadena County Board
Of Commissioners
Resolution dated: 6-12-18

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT between Verndale School District # 818, hereinafter referred to as “Verndale School District # 818 and Northern Pines Mental Health Center, Inc. hereinafter referred to as “NPMHC, is in force for a period from July 1, 2018 through June 30, 2019.

WITNESSETH

WHEREAS, it is to the Verndale School District # 818's best interest, the community's benefit, and the enhancement of Children's Mental Health to provide a clinical and family based-component in order for children with disabilities to satisfactorily progress emotionally, socially, and educationally; and

WHEREAS, NPMHC is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, NPMHC is prepared to assume the responsibility of providing the specialized services as follows;

1. Provide direct individual, group, and family mental health services to qualified students in the Verndale School District # 818. ***Mental health services include, but are not limited to the following individual and group skills training (eligible for CTSS reimbursement), individual and group psychotherapy (eligible for CTSS reimbursement), diagnostic assessment (eligible for CTSS reimbursement). Mental Health Services written into the IEP are covered in Appendix A.***
2. Provide direct services to the parents (guardians) and families of the identified children through parent education, family therapy, and mental health consultation. ***Mental health services include, but are not limited to the following: family skills training and family psychotherapy (eligible for CTSS reimbursement).***
3. Serve as a support liaison between home, school, and community agencies. Mental health professional/practitioners will participate in Verndale School District # 818 child study and IEP team meetings as requested to consider the special needs and develop appropriate services for each student. In addition to providing general clinical input the mental health professionals/practitioners will complete evaluations and make recommendations for program placement and transitions. ***Aforementioned services are to be contractual costs and not eligible for CTSS reimbursement.***
4. Serve as support liaisons to the school and students during situations deemed as mental health crises. ***Aforementioned services are to be contractual costs and not eligible for CTSS reimbursement.***
5. Provide mental health consultation to special education staff, mainstream education staff,

school administrators as well as other Verndale School District # 818 and NPMHC personnel as appropriate. ***Aforementioned services are to be contractual costs and not eligible for CTSS reimbursement.***

NOW THEREFORE, it is agreed, by and between the Verndale School District # 818 and NPMHC and conditions of the contract as follows:

1. Licensed mental health professionals/practitioners will be employed by NPMHC for the length of the contract. Personnel will hold and maintain appropriate licensure issued by their perspective licensing board, as well as remain in good standing as deemed by their professional code of ethics. All mental health practitioners and professionals employed by NPMHC will document hours of supervised experience to qualify as mental health practitioners.
2. Direct services will be provided on days when school is in session as needed. IEP services are covered under Appendix A.
3. Schedule flexibility will be allowed so that evening parent education and family services may be provided and any mental health component can be integrated and coordinated with the educational component.
4. Services will consist of program development and implementation, including diagnostic assessments, treatment planning, individual and group counseling, parent education, family counseling, consultation, team meetings, report writing, and meeting other applicable policies and procedures of the Verndale School District # 818.
Aforementioned services are to be contractual costs and not eligible for CTSS reimbursement.
5. All records generated by NPMHC, including, but not limited to all prior and current clinical notes since the inception of school based mental health services, shall be considered to be records of NPMHC. ***All HIPAA and FERPA rules apply for PHI (protected health information).***
6. The Verndale School District # 818 agrees to provide NPMHC appropriate space for the provision of mental health services. The classrooms and other facilities in which students receive instruction, related services, and supplementary aids as well as services shall be essentially equivalent to regular education programs; shall provide an atmosphere conducive to learning and shall meet students' special physical, sensory, and emotional needs.
7. The rates for ancillary services and otherwise reimbursable mental health programming will be as follows:

90734 Diagnostic Assessment per Session \$210.00

90832-UA Individual Psychotherapy per 30 minute Session \$80.00

90834-UA Individual Psychotherapy per 45 minute Session \$150.00
 90837-UA Individual Psychotherapy per 60 minute Session \$180.00
 90846-UA Family Psychotherapy w/o Patient per Session \$130.00
 90847-UA Family Psychotherapy w/Patient per Session \$140.00
 90853-UA Group Psychotherapy per Session \$60.00
 H2014-UA Individual-Skills Training per 15 min. \$25.00
 H2014-HR Family- Skills Training per 15 min. \$25.00
 H2014-HQ Group-Skills Training per 15 min. \$15.00
 Ancillary Services, Professional per 15 min. \$25.00
 Ancillary Services, Practitioner per 15 min. \$15.00

8. The cost of mental health programming provided under this contract shall be \$10,000. A monthly invoice in the amount of \$1,111 will be submitted for services rendered. The total for both this Professional Service Agreement and the Appendix A for IEP services will not exceed \$15,000 total for the 2018-19 school year. A service report will be added at the end of each month, detailing the number of hours for Non-IEP based services (direct and ancillary), NPMHC billed charges for these services and NPMHC third party billing summary for these services and uncompensated services.
9. A service report will be added at the end of each month, detailing the number of hours of IEP based services (direct and ancillary) under Appendix A.
10. *All CTSS claims will be submitted to DHS by NPMHC.*
11. *The Verndale School District # 818 will submit appropriate expenditures to the State of Minnesota for initial Aid.*
12. *Either Party may terminate this Agreement with 60-day written prior notice.*
13. *The Superintendent for the Verndale School District # 818 shall be responsible for oversight of the contracted services. Reimbursable non-IEP services are provided with the permission and for the convenience of parents involved and are permitted but not governed by this agreement.*

 Northern Pines Mental Health Center/NPMHC

 Date

 Verndale School District # 818

 Date

Appendix A
IEP SERVICES CONTRACT

This Agreement is entered into by and between Verdale School District # 818, (hereafter District) and Northern Pines Mental Health Center, (hereafter "Contractor").

RECITALS

WHEREAS, the District, wishes to purchase the services of Contractor for Mental Health Services and Supports for Students identified as needing mental health services according to the students Individual Education Plan; and Indirect/Consultative Support; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the District, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from July 1, 2018 and shall continue in effect until June 30, 2019.

Diagnostic Assessment: Diagnostic Assessments will be provided outside of the Individual Education Plan and will be third party billed directly by the contractor of the service. If a student has no insurance and the school requests a diagnostic assessment be provided as part of a student's Individual Education Plan the rates are:

Standard: \$250.00

Extended: \$600.00 (for children birth-age 3)

Explanation of Findings: \$180.00/hr Professional/(CT), \$100.00/hr Practitioner

Skills Training Services: The hourly rates for mental health skills training services that are provided as part of a student's Individual Education Plan are:

Individual: \$100.00 Professional/Clinical Trainee, \$100.00 Practitioner – per one-hour session.

Group: (\$300.00 Group Rate)- per one-hour group session, divided by the number of students in the group. **OR** \$300.00 Professional/Clinical Trainee, Practitioner – per one-hour

Psychotherapy: The hourly rates for psychotherapy services that are provided as part of a student's Individual Education Plan are:

Crisis: \$45.00 per 15 min. Professional/CT, \$25.00 per 15 min. Practitioner

Individual: \$180.00 Professional/Clinical Trainee– per one-hour session.

Group: \$ 480.00– per one-hour session, divided by the number of students in the group. (For example 4 students in group, student rate is 120.00)

*****Administration must be the one to request/initiate crisis counseling for**

District Contract Type:
PSA Over \$25K - 2013

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the District shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the District.

Contractor certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134). Contractor is not entitled to final payment until such documentation is submitted.

3. BONDS

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the District pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

4. INDEPENDENT CONTRACTOR

A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the Brainer Public Schools, ISD #181. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available Contractor's employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

(CSL) for total bodily injuries and/or damages arising from any one accident.

- C. Professional Liability Insurance (when required) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per claim
- 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 County will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella follows form language except Worker's Compensation and Professional Liability.

6. DATA PRIVACY/DATA OWNERSHIP

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Director of Special Education of the District employee identified in provision 10.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.

No educational data may be released by the Contractor to a third party without the express consent of the District's representative as indicated below – this includes any media relations.

D. Ownership.

Ownership of all data prepared for or by the District whether having commercial value or not shall remain with the District. Any reports, studies, photographs, negatives or other documents or any other form of data prepares by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the District, and all such material or data shall be remitted to the District by the Contractor upon completion, termination or cancellation of this

damages sustained by the District by reason of delay, price changes, loss of other contracts, loss of income, inability of the District to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.

D. Representatives for each of the parties to this Agreement are as listed below:

E.

District

Paul Brownlow, Superintendent
411 SW Brown Street
Verndale, MN 56481
218-445-5184

Contractor

Melissa Boron, Director of Finance
1906 5th Ave., SE
Little Falls, MN - 56435
320-632-6647

F. The District and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

10. SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. The Contractor shall be responsible for the performance of all Subcontracts. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.
- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

11. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

16. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

17. PREVAILING WAGE

Employees, laborers subcontractors of the Contractor pursuant to this Agreement working or receiving employment and training services for which financial assistance, including grants, loans and tax abatement to a person engaged in manufacturing or sale of goods and services as defined by Minnesota Statue § 116J.871, subdivision 1(c) and is provided by the State of Minnesota shall be paid the prevailing wage as defined by Minnesota Statue § 177.42, subdivision 6.

District and Contractor, having signed this Agreement and pursuant to the proper District and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

Northern Pines Mental Health Center

Verndale School District, ISD # 818
STATE OF MINNESOTA

Executive Director/Date

School District Representative/Date