

Purchase of Service Contract

ARCHER Services

ADDICTION RECOVERY TECHNOLOGIES INC. shall perform the following services for **District 77 Mankato Public Schools** (hereinafter referred to as PURCHASER)

Addiction Recovery Technologies, Inc. also named Addiction Recovery Technologies of Mankato, shall provide ARCHER Services for all individuals referred for such services by PURCHASER on an “as requested” and staff available basis.

ARCHER Services shall include:

1. Providing PURCHASER electing to utilize the service, a menu of services to select from (see addendum A)
2. Providing PURCHASER Schools the ability to select the number of hours per school site per week;
3. Providing a Chemical Dependency Counselor on-site for the period of time requested by each of the participating schools;
4. Staff education and training;
5. Chemical Use assessments;
6. Technical assistance with prevention and resiliency curriculums;
7. Technical assistance to student assistance teams;
8. Remedial consultation with Addiction Recovery Technologies of Mankato Outpatient staff; and
9. Submitting an itemized bill of hours and services provided by ARCHER staff on a monthly basis.

PURCHASER shall:

1. Make available space and equipment necessary to perform the service (see Addendum B).
2. Assure that each school requesting service submits a completed request form to Addiction Recovery Technologies Inc., as well as to the PURCHASER.
3. Provide access to administrative and counseling personnel.

Fee for Services Rendered:

Addiction Recovery Technologies, Inc. shall submit to the District 77 Superintendent’s office an itemized accounting of ARCHER activities for the previous month by the 10th of each month. Addiction Recovery Technologies, Inc. shall be reimbursed in monthly payments of **\$4816.67** to be dispersed by the 15th of each month. In addition, Addiction Recovery Technologies, Inc. shall be reimbursed mileage at the current IRS rate. The total accumulation of billing shall not exceed **\$ 43,350** without the expressed written consent of PURCHASER. If the PURCHASER desires additional service either; a) this contract will be modified within this section; or b) an Addendum to this contract stipulating the amount of service in terms of hours and dollars will be authorized by the parties.

Addiction Recovery Technologies, Inc. agrees not to charge individual students referred by PURCHASER for ARCHER Services any fees for said services but to consider payment from PURCHASER as payment in full for the ARCHER Service. This does include remedial consultation with Addiction Recovery Technologies of Mankato Outpatient staff but does not include services provided by Addiction Recovery Technologies, Inc. that are beyond those cited within this contract.

This agreement shall begin on **September 5, 2017** and shall conclude **June 1, 2018** unless earlier terminated upon 5 days' notice by either party, or amended upon 5 days' notice of intent for amendment by either party. If agreement to amend occurs, the amended contract shall proceed with the aforementioned restrictions intact.

THIS IS AN AGREEMENT FOR INDEPENDENT CONTRACTING SERVICES. THE PURCHASER PROVIDES NO BENEFITS SUCH AS UNEMPLOYMENT INSURANCE, HEALTH INSURANCE OR WORKER'S COMPENSATION INSURANCE TO ADDICTION RECOVERY TECHNOLOGIES INC.

THE PURCHASER IS ONLY INTERESTED IN THE RESULTS OBTAINED BY THE ADDICTION RECOVERY TECHNOLOGIES INC. ADDICTION RECOVERY TECHNOLOGIES INC. IS RESPONSIBLE FOR PAYMENT OF ALL FEDERAL, STATE, AND LOCAL INCOME TAXES ASSOCIATED WITH PERFORMING THIS CONTRACT AND REIMBURSEMENT FOR SERVICES RENDERED.

MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees in the execution, performance or failure to adequately perform its obligations pursuant to this Contract.

PURCHASER AUTHORIZED REPRESENTATIVE

DATE

ADDICTION RECOVERY TECHNOLOGIES INC. AUTHORIZED REPRESENTATIVE

DATE

Addendum A ARCHER Services Contract:

Space and Equipment

East Senior High, West Senior High, Dakota Meadows, Prairie Winds and Mankato Central High School. Schools shall make available:

1. office space to conduct ARCHER services during the hours the ARCHER staff member is on site;
2. a desk and chair;
3. a lockable filing cabinet exclusively for ARCHER records;
4. appropriate lighting;
5. paper supplies from which copies of originals necessary to conduct ARCHER services can be obtained.

ART/ARCHER Staff shall:

1. have originals of any forms, curriculum, and formats necessary to accomplish the ARCHER service;
2. have reference materials, current research information, and professional resource from which updates, revisions, and modifications to ARCHER programs can be effected;
3. assure that the numbers of copies (#5 above)) generated will be directly proportionate to the amount of service requested by an individual school; and
4. bring writing materials such as pens and legal notepads.