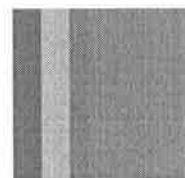


McGinnis Chemical Health Services, LLC

316 1st Ave NW, Winnebago, MN 56098
507-381-3483 mchslc64@gmail.com



Purchase of Service Contract

McGinnis Chemical Health Services, LLC

MCGINNIS CHEMICAL HEALTH SERVICES, PLLC (MCHS, LLC) shall perform the following services for **District 77 Mankato Public Schools** (hereinafter referred to as PURCHASER)

McGinnis Chemical Health Services, LLC, also known as Michael McGinnis, Licensed Alcohol and Drug Counselor (LADC), shall provide Chemical Health Services for all individuals referred for such services by PURCHASER on an "as requested" basis.

MCHS, PLLC Services shall include:

1. Providing PURCHASER electing to utilize the service, a menu of services.
2. Providing PURCHASER Schools the ability to select the number of hours per school site per week;
3. Providing a LADC on-site for the period of time requested by each of the participating schools;
4. Staff education and training;
5. Community Education within the scope of licensed skills;
6. Chemical Use assessments;
7. Technical assistance with prevention and resiliency curriculums;
8. Technical assistance to student assistance teams;
9. Remedial consultation with community professionals providing services for students and their families compliant with state and federal confidentiality laws; and
10. Submitting a monthly bill for provided by MCHS, LLC.



PURCHASER shall:

- 1 Make available space and equipment necessary to perform the service (see page 4).
- 2 Assure that each school requesting service submits requests within the scope of practice as outlined by the Minnesota Board of Behavioral Health to MCHS. LLC as well as to the PURCHASER.
- 3 Provide access to administrative and counseling personnel.

Fee for Services Rendered:

MCHS, LLC shall submit to the District 77 Superintendent's office a bill for services for the previous month by the 10th of each month. MCHS, LLC shall be reimbursed in monthly payments of **\$4816.67** to be dispersed by the 15th of each month. In addition, MCHS, LLC shall be reimbursed mileage at the current IRS rate when travel outside the service area of the district is required. The total accumulation of billing within this contract period shall not exceed **\$43,350.03** 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.

MCHS, LLC agrees not to charge individual students or their families referred by PURCHASER for Chemical Health Services any fees for said services but to consider payment from PURCHASER as payment in full. This does include any remedial consultation with community professionals involved in the referral.

This agreement shall begin on **September 4, 2018** and shall conclude **May 31 , 2019** 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 MCGINNIS CHEMICAL HEALTH SERVICES, PLLC.

THE PURCHASER IS ONLY INTERESTED IN THE RESULTS OBTAINED BY MCHS, LLC.

MCHS, LLC 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

MCHS, LLC Authorized Representative

Date



Addendum A MCHS, LLC Services Contract:

Space and Equipment

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

1. office space to conduct Chemical Health Services during the hours the MCHS, LLC staff member is on Site;
2. a desk and chair and access to the Internet for the purpose of coordinating services with appropriate school staff;
3. appropriate lighting;
4. paper supplies from which copies of originals necessary to conduct Chemical Health services can be obtained.

MCHS, LLC Staff shall:

1. have originals of any forms, curriculum, and formats necessary to accomplish the Chemical Health Services;
2. have reference materials, current research information, and professional resource from which updates, revisions, and modifications to Chemical Health Services 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, laptop or similar electronic equipment.

Michael McGinnis, LADC

McGinnis Chemical Health Services, LLC