

# Chisholm School District School Board Meeting Agenda

Monday, July 10, 2023 at 5:00 PM  
Regular Meeting  
Chisholm School Board Room

## I. Determination of Quorum and Call to Order

### II. Public Comment:

**Description:** Welcome to this meeting of the Board of Education Independent School District #695, Chisholm School District. We are extremely pleased that you have shown an interest in school district affairs by attending this meeting. The Board of Education allows public participation at its meeting, but at the same time has the responsibility for conducting its business in an orderly fashion. We will provide the audience with an opportunity to request to speak. We request that before you speak to announce your name. Each speaker will be allowed five minutes unless the time limit is waived by a majority of the board members present. At a public meeting of the board, no person shall orally initiate charges or complaints against individual employees of the district or challenge instructional materials used in the district. All such charges, if presented to the board directly, shall be referred to the Superintendent for investigation and report. We would also like to remind the public that the school board is not allowed to comment on your concerns. If there are no questions, we will open the public comment section of the board meeting.

## III. Recognition of Guests and Visitors

### IV. Approve Agenda

### V. Consent Agenda

A. Minutes of the June 26, 2023, Regular Board Meeting 3

#### **Attachments:**

SMB 6/26/2023 3

## VI. Action Agenda

A. Motion to approve the hiring of Larry Baker as a 1.0 FTE K-12 Music Specialist, effective August 29, 2023. 5

#### **Attachments:**

Hire L. Baker 1.0 FTE Music Specialist 5

B. Motion to approve the Resolution Eliminating Business Manager position effective July 24, 2023. 6

#### **Attachments:**

Business Manager Elimination Resolution 2023 6

C. Motion to terminate the At-Will Contract of Ebony Johnson, Business Manager, effective July 24, 2023.

D. Motion to approve the Contract for Vended Meals with Arrowhead Economic Opportunity Agency from 9/5/2023 - 5/31/2024. 7

**Attachments:**

AEOA-INAC Contract 7

E. Motion to approve the Professional Service Agreement between I.S.D. No. 695 and North Homes, Inc., effective July 1, 2023 - June 30, 2024. 14

**Attachments:**

2023-2024 North Homes FFS Contract2 14

2023 North Homes Business Associates Agreement2 24

VII. Discussion

VIII. Information

IX. Adjourn

The Regular Meeting of the School Board, Independent School District No. 695, was called to order at 5:00 P.M. on June 26, 2023, in the Elementary Board Room. Members present: Directors Rice, Corradi Simon, Lappi, Rahja, and Chair Casey.  
Members absent: Director Randa Sauter

**Public Comment:** None

**Recognition of Guests and Visitors:** None

APPROVE AGENDA

Moved by Director Rahja, supported by Director Lappi to approve the agenda with the updated retirement date in the minutes. Motion carried unanimously.

**Reports:**

Travis Vake, AD updated the board regarding the Golf Scramble and donation of funds for Kona Ice. Mike Fredeen, Facilities and Grounds updated the board regarding the following: Anderson Plumbing, Jamar will be coming in for a steam leak, Wastewater smoke test, lockers for new build, Bus 9 is being sold, ARI/InGensa meeting this Thursday.

APPROVE CONSENT AGENDA

Moved by Director Corradi Simon supported by Director Rahja to approve the Minutes from the June 12, 2023, Regular Meeting. Motion carried unanimously.

**Personnel:**

HIRE JACOB ROSIN

Moved by Director Corradi Simon, supported by Director Lappi to approve the hiring of Jacob Rosin as a 1.0 FTE Special Education Instructor, High School, effective August 29, 2022, contingent upon receiving licensure from MN PELSB. Motion carried unanimously.

HIRE BRIAN HAKE

Moved by Director Rahja, supported by Director Corradi Simon to approve the hiring of Brian Hake as High School Principal, effective August 1, 2023. Motion carried unanimously.

HIRE JENNIFER ROLLE

Moved by Director Lappi, supported by Director Corradi Simon to approve the hiring of Jennifer Rolle to Job #232, Drama Club Advisor, High School, effective September 5, 2023. Motion carried unanimously.

HIRE JENNIFER ROLLE

Moved by Director Corradi Simon, supported by Director Rice to approve the hiring of Jennifer Rolle to Job #233, One Act Play Coach, High School, effective September 5, 2023. Motion carried unanimously.

**Administrative Business:**APPROVE ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT SERVICES WITH IEA

Moved by Director Rahja, supported by Director Corradi Simon to approve the Environmental, Health and Safety Management Services with IEA as presented. Motion carried unanimously.

APPROVE DISTRICT HEALTH INSURANCE RATES THROUGH BLUE CROSS BLUE SHIELD

Moved by Director Lappi, supported by Director Rice to approve the district group health insurance rates through Blue Cross Blue Shield from September 1, 2023, to August 31, 2024. Motion passed by a 4-1 vote with Director Rahja abstaining.

APPROVE FISCAL YEAR 2023 REVISED BUDGET

Moved by Director Rahja, supported by Director Corradi Simon to approve the Fiscal Year 2023 Revised Budget as presented. Motion carried unanimously.

APPROVE POLICY 516.5, OVERDOSE MEDICATION

Moved by Director Corradi Simon, supported by Director Rahja to approve Policy 516.5, Overdose Medication. Motion carried unanimously.

**Discussion: None**

**Information: None**

ADJOURNMENT

Moved by Director Rahja, supported by Director Lappi to adjourn the meeting at 5:34 PM. Motion carried unanimously.

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Danielle Randa Sauter, clerk

DRS/lea

## **Recommendation to Hire**

**Position: Job #221 1.0 K-12 Music Specialist**

**Posting duration:** Posted-3/13/2023-6/9/2023

**Advertising Location:** EdPost, MSBA, MASA

**Number of Qualified: 1**

**Licensed Applications: 1**

**Interview committee Names:** Mark Morrison, Karla Winter

**Recommended for hire: Larry Baker**

**Supervisor: Karla Winter/Brian Hake**

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION ELIMINATING BUSINESS MANAGER POSITION**

WHEREAS, starting on March 13, 2023, the District employed its own full-time business manager;

WHEREAS, the District has not always employed a full-time business manager;

WHEREAS, the District has utilized resources available through a neighboring school district, Hibbing Public Schools, when it has not employed its own business manager;

WHEREAS, the School Board believes it would be in the District’s best interests to return to a model in which the District does not employ its own full-time business manager;

NOW, THEREFORE, the School Board of Independent School District No. 695, Chisholm Public Schools, resolves as follows:

1. The District’s full-time business manager position is eliminated, effective July 24, 2023.
2. The Superintendent is authorized and directed to continue efforts to utilize resources available through Hibbing Public Schools to ensure the District is able to meet its business office needs following the elimination of the full-time business manager position.

Member \_\_\_\_\_ seconded the motion to adopt this Resolution. Following a vote, this Resolution was declared duly passed and adopted.

# Child and Adult Care Food Program Renewal of Contract for Vended Meals 2023

Upon mutual agreement of the Child and Adult Care Food Program (CACFP) Sponsor or Center and the Vendor, a CACFP Contract for Vended Meals may be renewed for subsequent one year terms after the original contract. A contract may be renewed up to four times (total of five years) unless state or local requirements allow fewer contract renewals. A contract may not provide for automatic renewals.

This template must be used for contract renewal, without change or removal of any provisions except for inserting required information. No material changes may be made to the original contract.

## 1. Definitions

“Center” refers to the child care or adult care center that is contracting for the meals and will claim the meals for CACFP reimbursements.

“Sponsor” refers to the sponsoring organization which enters into an agreement with the State agency to assume final administrative and financial responsibility for Program operations.

Sponsor or Center: Arrowhead Economic Opportunity Agency

Sponsor’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number:  
1000003768

“Vendor” refers to the company, school or other organization providing meals to Sponsor or Center.

Vendor: ISD # 695 INAC CHISHOLM

“Original contract” refers to the first year of the contract, which started on 09/03/2019

## 2. Renewal of Contract

Sponsor/Center and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. A contract may be renewed up to four times (total of five years) unless state or local requirements allow fewer contract renewals.

This is the 5<sup>th</sup> year of the contract, counting the original year of the contract and all renewals.

Start Date for Renewed Contract: 9/5/2023

End Date for Renewed Contract: 5/31/2024

## 3. Adjustments to Contract

Sponsor/Center and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract.

a. Financial Terms

Sponsor/Center will pay the fixed meal prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices.

For each meal service, the table shows the 2022 meal price, the mutually agreed percentage increase, and the 2023 meal price (rounded to the nearest cent). **The percentage increase may not exceed 8.8 percent** (the increase in cost of Food Away from Home from the Consumer Price Index (CPI-U), Midwest Region, for the twelve months ending December 2022).

Meal Services	2022 Price	Percent Increase	2023 Price
<b>CHILD LUNCH</b>	<b>\$ 3.50</b>	_____%	<b>\$ 3.70</b>
<b>ADULT LUNCH</b>	<b>\$ 4.95</b>	_____%	<b>\$ 4.95</b>
	\$	_____%	\$

b. Non-Financial Terms

- Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here:

4. Termination

Sponsor/Center or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

5. Vendor Certification Statements

Total estimated payments during the renewal year are: \$ \$10,339.00.

Check one:

- The contract amount is expected to be less than \$100,000. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.
- The contract amount is expected to be \$100,000 or more. In addition to the certification listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

**Signatures**

Sponsor or Center Name: ARROWHEAD ECONOMIC OPPORTUNITY CENTER

Name of Authorized Representative: SCOTT ZAHORIK

Title: AEOA EXECUTIVE DIRECTOR

Signature of Authorized Sponsor or Center Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Sponsor or Center Contact – Name: GABE JOHNSON

Phone: 218-748-7335 Email: gabriel.johnson@aeoa.org

Vendor Name: ISD # 695 (INAC CHISHOLM)

Authorized Representative: ADRIAN NORMAN

Title: SUPERINTENDENT

Signature of Authorized Vendor Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Contact – Name: TONJA CUNNINGHAM

Phone: 218-208-0854 Email: tonjcunn@hibbing.k.12.mn.us

## Independent Price Determination Certificate

Both the Sponsor/Center and the Vendor shall execute this Independent Price Determination Certificate.

INAC \_\_\_\_\_

ISD # 695 \_\_\_\_\_

Name of Vendor

Name of Sponsor/Center

By submission of this offer, the Vendor certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor for the purpose of restricting competition.
3. No attempt has been made or will be made by the Vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Vendor certifies that:

1. He or she is the person in Vendor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to 1 through 3 above; or
2. He or she is not the person in Vendor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1 through 3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1 through 3 above.

**To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

	FOOD SVC DIRECTOR	
Signature of Vendor's Authorized Representative	Title	Date

In accepting this offer, the Sponsor/Center certifies that no representative of the organization has taken any action that may have jeopardized the independence of the offer referred above.

	SUPERINTENDENT	
Signature of Sponsor/Center Authorized Representative	Title	Date

## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT FORM

The Certification Regarding Debarment form on the following page must be signed by Vendor if the contract is for \$25,000 or more. The "prospective lower-tier participant" referred to below is the Vendor.

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted to obtain a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower-Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

**Read instructions on previous page before completing certification.**

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
  
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: \_\_\_\_\_

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Vendor Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Certification Regarding Lobbying

This certification must be signed by Vendor if the contract is for \$100,000 or more.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: \_\_\_\_\_

Award Number or Project Name:            Child and Adult Care Food Program

Name and Title of Authorized Vendor Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
NORTH HOMES, INC. AND INDEPENDENT SCHOOL DISTRICT 695**

This Agreement is entered into by and between Independent School District #695, 300 SW 3<sup>rd</sup> Avenue, Chisholm, MN 55719 (hereafter District) and North Homes, Inc., 303 SE First Street, Grand Rapids, MN 55744 (hereafter "Contractor").

**RECITALS**

The parties hereto recite and declare:

- A. The **District** is a legal entity created and established pursuant to Minn. Stat. 471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.
- B. **Contractor** is a provider of mental health and related services under the Minnesota Department of Human Services CTSS (Children's Therapeutic Support Service) certification.
- C. The **District** desires to purchase the services of Contractor for Mental Health services and supports to students and indirect/consultative support into planning pre-interventions;
- D. **Contractor** is duly qualified to provide the desired services.
- E. The parties desire to set forth the terms and conditions of their relationship in written form.

**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 the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until June 30, 2024. This Agreement shall be renewed automatically for succeeding terms of one (1) year each unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term.

All of the agreed upon services are available to the District at the same rate with or without the service being included in an individual educational plan (IEP).

NHCFS will bill services provided to District students to appropriate 3<sup>rd</sup> party funding sources. No service will be billed to the District without their prior written approval. These could include but are not limited to:

Medical Assistance – Primary Funder CTSS  
 School Linked Grant – Crisis, Ancillary and Uninsured  
 3<sup>rd</sup> Party Plans – Mental Health Therapy  
 Payment Waiver (Guardian Sliding Fee Scale)  
 In-Kind - Necessary Unfunded Activity  
 School District (with appropriate referral and prior approval)

## **2. CORE SERVICES OF THE AGREEMENT**

### **CTSS – Standard**

School-based CTSS services strengthen students and their families through prevention, intervention and skill building within the school setting. NHCFS professionals and/or practitioners work with the school professional, student and family to formulate goals and objectives identified by the team.

CTSS Services Include:

- Individual, family and group skills training to improve functioning at school, home and in the community.
- Psychotherapy directed towards changing or reducing symptoms of a mental health condition.
- Diagnostic assessments and treatment planning by a licensed Mental Health Professional.
- Student specific consultations with parents and school staff.

### **CTSS – Intensive**

This level incorporates all of the elements in the Standard CTSS but increases the amount of service to the student. Typically, this service works in conjunction with the EBD rooms providing a seamless and intensive mental health component to student's experiencing significant emotional and behavioral challenges.

### **Crisis Intervention**

NHCFS school-based practitioners and professionals remain at the ready to respond to any student experiencing a crisis. This would include early intervention and a course of action to ensure ongoing support.

### **Day Treatment**

When Day Treatment Services are being provided for the District, those services will be addressed under a separate contract.

**Diagnostic Assessments**

As a Rule 29 provider NHCFS has numerous qualified Mental Health Professionals who will make it a priority to provide high quality and timely Diagnostic Assessments. Please note that NHCFS professionals take this very seriously and do not diagnose unless clearly indicated.

**Therapy**

NHCFS School Practitioners work under the direction of the Mental Health Professional. They are well-trained and supervised to conduct group, individual and/or family skills work. Mental Health Professionals are also available to do therapy at our clinic or in the school if requested.

**Ancillary Services and Other Functions****(a) Parent and Child Study Sessions**

NHCFS feels it is very important to create a team with the school and family. Therefore, our Practitioners and Mental Health Professionals (when requested) will participate in the child and family study, IEP meetings, etc.

**(b) Suicide Prevention and Intervention Services**

NHCFS has therapists at our clinics with extensive training in suicide prevention and intervention. At the time this contract was written, NHCFS has 23 therapists that have completed Trauma Based Cognitive Behavioral Treatment training, 4 of which are nationally certified.

**(c) On-going Behavioral Health Consultation**

As stated above, when working in the schools we are one team. NHCFS work with very behaviorally challenging children throughout our continuum. Our effectiveness is dependent on our ability in this regard.

**(d) Training (Behavioral Management, Mental Health)**

NHCFS trains our staff in the behavioral management model Life Space Crisis Intervention (LSCI). Upon request of the District, NHCFS would offer cross training of these skills to the district staff. NHCFS staff working in the School District locations are not trained in CPI and are instructed not to do physical interventions or holds unless there is no other option for ensuring the immediate safety of the student. School staff are to take lead in any physical interventions or hold.

(e) **Tragic Event Response Services**

Whenever a tragedy occurs within a school (i.e. suicide, car accident, etc.) NHCFS commits to put our collective resources on-site to assist, council and support. NHCFS professionals are trained and skilled in Informed Trauma Therapy and we commit to assisting your staff and students in coping with tragic events.

(f) **Wrap Around Services and Coordination with Community Resources**

NHCFS has a comprehensive service continuum and strong connections with community resources, as such, we have at our disposal resources and consultants to address the often complex needs of students. Our multi-disciplinary team in our Rule 29 Clinic can staff difficult cases and come up with intervention strategies.

**3. SERVICES TO BE PROVIDED**

Contractor shall utilize best efforts to:

- a. Provide licensed mental health professionals and qualified mental health practitioners that meet the guidelines of Minnesota Department of Human Services certification for Children's Therapeutic Support Services (CTSS). Upon request by the District, the Contractor will provide license, background and supporting professional and practitioner documentation for Contractor staff working in their District.
- b. Provide appropriate mental health services on a regular basis according to DA (Diagnostic Assessment) specifications.
- c. Provide appropriate documentation required by the school.
- d. Bill all appropriate third-party payer sources.
- e. Participate in student's educational meetings and appropriate conferences in person, via computer, or by phone. If the Provider cannot attend a meeting by one of these means, a written update will be provided for the team's review.

**4. PAYMENT FOR SERVICES**

At the start of this contract, Independent School District #695 will pay North Homes Children & Family Services a one-time fee of \$10,000 to support the contracted mental health positions being added to the Chisholm Public School District.

Payment for services shall be made directly to the Contractor by Third Party Payor source. It will be the Contractors responsibility to bill and collect for services provided.

The District will provide referral data to the Contractor and will aid in obtaining Consent Authorizations as deemed necessary and appropriate.

If payment under this Agreement is dependent upon the availability of federal, state, District or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of 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.

## **5. 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 Contractor. 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.
- B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.
- E. The Contractor is solely responsible for supervision, control and direction of the Contract personnel utilized to provide the services under this agreement.

## **6. INDEMNIFICATION AND INSURANCE**

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 negligent act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately

perform its obligations pursuant to this Agreement.

It is understood and agreed that the District's and the Contractor's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the District under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force liability limits in compliance with Minnesota Statutes, Section 466 or:

- A. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining premise operations. In the event Combined Single Limits Coverage is not secured by the Contractor, the minimum limits apply:
  - \$3,000,000 Aggregate
  - \$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:
  - \$3,000,000 Aggregate
  - \$2,000,000 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. At the request of the District, the Contractor will furnish the District with an original Certificate of Insurance providing proof of the coverage areas.

## 7. 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 and the Federal Health Insurance Portability and Accountability Act (45 C.F.R. §§160,162,164) The Contractor will be responsible for release of all data under this Agreement and will abide by all governing State and Federal laws.

- 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 by the Contractor for the District under this contract, whether having commercial value or not shall be owned by the Contractor. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Contractor in the performance of its obligations under this contract shall be maintained by the Contractor as part of the mental health records. Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the District.

## **8. RECORDS: AVAILABILITY AND RETENTION**

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any educational data may be retained for a longer period, as the District may determine in accordance with applicable law and policy.

## **9. MERGER AND MODIFICATION**

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

**10. DEFAULT AND CANCELLATION**

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Contractor’s default is excused by the District, the District may, upon written notice to the Contractor’s representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Representatives for each of the parties to this Agreement are as listed below:

<u>District</u>	<u>Contractor</u>
Mark Morrison, Superintendent	James C. Christmas, President & CEO
ISD #695	North Homes, Inc.
300 SW 3 <sup>rd</sup> Avenue	303 SE First Street
Chisholm, MN 55719	Grand Rapids, MN 55744
218.254-5726	218.327.3000

- D. 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.

**11. 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.

**12. 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.

**13. HEALTH AND SAFETY**

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Upon the request of the District, the Contractor shall provide copies of any licenses and/or training records for Contractor and/or Contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

**14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS**

- A. **Nonwaiver.**  
Nothing in this Agreement shall constitute a waiver by the District of any statute of limitations or exceptions on liability. If the District does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- B. **Severability.**  
If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, 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.
- C. **Applicable Laws.**  
The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.





Adoption • Chemical Dependency Assessment & Outpatient Treatment  
In-Home Services • Foster Care • Outpatient Mental Health Services  
Residential: *Treatment Cottage, Boys Program & Teens in Transition*  
I.T.A.S.K.I.N. Center: *Stabilization Shelter Unit, 35 Day Evaluation & Detention Center*

North Homes, Inc.  
North Homes Children & Family Services  
Business Associate Agreement

**"Customer" or "Covered Entity"**

Name: Independent School District #695  
Address: 300 SW 3rd Avenue  
Chisholm, MN 55719  
Attn: Mark Morrison  
Superintendent

**"Business Associate"**

Name: North Homes, Inc. (NHCFS)  
Address: 303 SE First Street  
Grand Rapids, MN 55744  
Attn: Laurie A Meyer  
Compliance Officer

**RECITALS**

**WHEREAS**, Business Associate now and in the future may have relationships with Customer in which Business Associate is entrusted with confidential student/patient Information for use in providing services or products to Customer.

**WHEREAS**, Business Associate and Customer (each a "Party" and collectively the "Parties") desire to meet their obligations under the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Education Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, and as may be applicable to the services rendered by Business Associate to the Customer, under the Gramm-Leach-Bliley Act ("GLB") and implementing regulations.

**WHEREAS**, both parties desire to work collaboratively in an effort to provide professional services for at-risk youth, adults and/or families.

**WHEREAS**, both Parties desire to set forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate on behalf of the Customer ("Protected Health Information"), will be handled between themselves and third parties.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

210 Beltrami Avenue NW  
Bemidji, MN 56601  
Office (218) 751-0282  
Fax (218) 751-0870

1880 River Road  
Grand Rapids, MN 55744  
Office (218) 327-3000  
Fax (218) 327-1871



## TERMS AND CONDITIONS

### 1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. (a) Business Associate provides services (which may include CTSS and Mental Health Treatment, Crisis Assistance, Multi Disciplinary Team Meetings, Consultation, Referrals, General Behavioral Health Problem Solving, Training) ("Services") that involve the use and/or disclosure of protected Health Information. These Services are provided to Customer under various mutual agreements ("Service Agreements") that specify the Services to be provided by Business Associate. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information created or received from or on behalf of Customer necessary to perform its obligations under the Service Agreements; provided, however, that all other uses not authorized by this Agreement, the applicable Service Agreement, or other written instructions from the Customer, are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents in accordance with Section 2.1 (e) below, (ii) as directed by the Customer, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2 and Section 1.3 below.

(b) Business Associate may aggregate the protected Health Information in its possession with the Protected Health Information of other customers and covered entities that the Business Associate has in its possession through its capacity as a business associate to such other entities, provided that the purpose of such aggregation is to provide Customer with data analyses relating to the Health Care Operations of the Customer.

1.2. Public Health Activities. Business Associate may use, analyze, and disclose the Protected Health Information in its possession for the public health activities and purposes set forth at 45 C.F.R. 164.512(b)

1.3. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may: (a) consistent with 45 C.F.R. 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate; and

(b) de-identify any and all Protected Health Information provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. 164.514(b). Customer acknowledges and agrees that de-identified Information is not Protected Health Information and that Business Associate may use such de-identified Information for any lawful purpose.

### 2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1. Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate agrees to:

(a) use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law;

(b) report to the designated Privacy Officer of the Customer, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate becomes aware within two days of Business Associate's discovery of such unauthorized use and/or disclosure;

(c) establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Customer;

(d) use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent the unauthorized use and/or disclosure of such Protected Health Information, which shall in no event be less than the efforts Business Associate applies in protecting its own confidential business Information;

(e) require all of its subcontractors and agents that receive, use or have access to Protected Health Information under this Agreement, to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement and to provide adequate safeguards against improper use or disclosure;

(f) make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Customer's compliance with the Privacy Regulation;

(g) upon written request, make available within thirty days Information necessary for Customer to make an accounting of disclosures of an individual's Protected Health Information; and

(h) subject to Section 4.5 below, return to the Customer or destroy, within ninety days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean segregable databases, files, or recording media identifiable to Customer that are used by Business Associate in providing Services on behalf of Customer).

2.2. Responsibilities of the Customer. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Customer agrees: (a) to obtain any consent or authorization that may be required by 45 C.F.R. 164.506, 164.508, or applicable state law prior to furnishing Business Associate the protected health Information pertaining to an individual; and

(b) that it will not furnish Business Associate protected health Information that is subject to any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement and the Services Agreement(s), including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. 164.522 and agreed to by the Covered Entity.

2.3 Responsibilities of the Parties with Respect to Designated Record Sets. This Section 2.3 applies only if, in the course of performing the Services, Business Associate and Customer agree that Business Associate maintains Designated Records Sets containing Protected Health Information.

a) Business Associate agrees to: (1) at the request of, and in the time and manner designated by the Customer, provide access to the Protected Health Information to the Customer, or the

individual to whom such Protected Health Information relates, or his or her authorized representative, in order to satisfy a request by such individual under HIPAA; and (2) at the request of, and in the time and manner designated by the Customer, make any amendment(s) to the Protected Health Information that the Customer directs.

(b) Customer agrees to: (1) notify Business Associate, in writing, of any Protected Health Information that Customer seeks to make available to an individual pursuant to HIPAA and agree with Business Associate as to the time, manner, and form in which Business Associate shall provide such access; and (2) notify Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of Business Associate that Customer believes are necessary because of its belief that the Protected Health Information that is the subject of the amendment(s) has been or could be relied upon by Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information.

### **3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

3.1. General Representations. Each Party represents and warrants to the other Party: (a) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the applicable terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all applicable provisions of this Agreement; (b) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement; and (c) that it is prepared to comply with those provisions of this Agreement required by 45 C.F.R. part 164 on or before April 14, 2003.

### **4. TERM AND TERMINATION**

4.1. Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive the expiration or termination of this Agreement in accordance with Section 5.4 herein.

4.2. Termination by the Customer. As provided for under 45 C.F.R. 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related Services Agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with seven days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty days, Business Associate must cure said breach to the satisfaction of the Covered Entity within ninety days. Failure to cure in the manner set forth in this Section 4.2 shall be grounds for the immediate termination of this Agreement.

4.3. Termination by Business Associate. Business Associate may immediately terminate this Agreement and any related Services Agreements if Business Associate makes the determination that Covered Entity has breached a material term of this Agreement. Alternatively, Business Associate may choose to: (i) provide Covered Entity with seven days written notice of the existence of an alleged material breach; and (ii) afford Covered Entity an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that

mutually agreeable terms cannot be achieved within thirty days, Covered Entity must cure said breach to the satisfaction of Business Associate within ninety days. Failure to cure in the manner set forth in this Section 4.3 shall be grounds for the immediate termination of this Agreement.

4.4. Automatic Termination. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of all Services Agreement(s) between Customer and Business Associate.

4.5. Effect of Termination. Upon the termination of this Agreement pursuant to this Section 4, Business Associate agrees to return or destroy within ninety days all Protected Health Information identifiable to Customer, including such Information in possession of Business Associate's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, the Business Associate will notify the Customer in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

## **5. MISCELLANEOUS**

5.1. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health Information confidentiality laws and regulations, as well as the parties' obligations under the business associate provisions of 45 C.F.R. parts 160 and 164. This Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the parties' compliance with federal and/or state health Information confidentiality laws and regulations and the parties' health Information confidentiality and security obligations under 45 C.F.R. parts 160 through 164.

5.2. Change of Law. Customer shall notify Business Associate within 90 days of any amendment to any provision of HIPAA, or its implementing regulations set forth at 45 C.F.R. parts 160 through 164, which materially alters either Party's or both Parties' obligations under this Agreement. The Parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Agreement to give effect to such revised obligations; provided, however, that if the parties are unable to agree on mutually acceptable amendment(s) within 90 days of the relevant change of law, either party may terminate this Agreement consistent with sections 4.5 and 5.4.

5.3. Construction of Terms. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA and the Privacy Regulation issued by HHS from time to time.

5.4. Survival. Section 6 and this Section 5.4 shall survive termination of this Agreement. The respective rights and obligations of Business Associate and Customer under the provisions of Sections 2.1, 2.2, and 4.5, solely with respect to Protected Health Information Business Associate retains in accordance with Section 4.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement for so long as such Information is retained.

5.5. Amendment: Waiver: Assignment. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.6. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above, and/or via facsimile to the facsimile telephone numbers listed above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

5.7. Counterparts: Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.8. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

5.9 Effective Date. The Effective Date of this Agreement shall be the later of January 5, 2004, or the date on which both parties have executed the Agreement.

5.10 Affiliates. This Agreement shall be binding upon the parties and their current and future Affiliates, successors and permitted assigns. "Affiliate" shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls, either party to this Agreement or any of its subsidiaries.

**6. LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.**

**7. DEFINITIONS**

Regulatory citations in this Agreement are to the United States Code of Federal Regulations, as promulgated April 14, 2001, interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in this Agreement, all terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

**CLIENT: Chisholm School District #695**

**North Homes, Inc.  
(North Homes Children & Family Services)**

Sign Name: \_\_\_\_\_

Sign Name: 

Print Name: \_\_\_\_\_

Print Name: James C. Christmas

Title: \_\_\_\_\_

Title: President & CEO

Date: \_\_\_\_\_

Date: 5/8/23