

## **Comprehensive School and Community Treatment Services Contract**

This contract contains boilerplate language that may be utilized and modified by the parties involved to specify the requirements appropriate for the School and CSCT provider. As with any legal document, your legal staff should review the contract prior to parties signing to ensure language meets the requirements of the involved parties.

**SECTION 1. PARTIES.** The Parties to this Comprehensive School and Community Treatment Contract (hereinafter “Contract”) are:

The Board of Trustees of School District No. \_\_\_\_\_, \_\_\_\_\_ County, a political subdivision of the State of Montana providing public education (hereinafter “School District”), and

\_\_\_\_\_, a (Corporation/Partnership/Sole Proprietor) (hereinafter “Vendor”) that holds all federal and state licenses required to provide Comprehensive School and Community Treatment Services (hereinafter “CSCT”). Vendor specifically represents that it is an entity that can satisfy all federal and state medical licensure requirements to enable School District to recoup Medicaid funds for costs incurred for the provision of CSCT.

**SECTION 2. PURPOSE.** The Parties enter into this Contract for the following purpose:

Vendor will provide CSCT Services, according to the terms of this contract, to all School District students authorized by the School District to receive CSCT. As used in this agreement the term CSCT means Comprehensive School and Community Treatment.

**SECTION 3. TERM OF CONTRACT.** This Contract shall be effective as of \_\_\_\_\_, 20\_\_\_\_, and shall continue in effect through \_\_\_\_\_ unless terminated earlier as provided in Section 9 below.

### **SECTION 4. SERVICES TO BE PROVIDED BY VENDOR.**

- 4.1. Vendor agrees to render CSCT services to School District in accordance with the Statement of Work attached hereto as Exhibit 1 and incorporated by reference. For all students, Vendor shall submit monthly progress reports, including service documentation, supporting the provision of CSCT services.
- 4.2. Vendor will maintain and submit to School District sufficient documentation of services to enable School District to bill for Medicaid covered services provided to Medicaid eligible children. Vendor will bill third party insurers for all CSCT Medical services provided to non-Medicaid eligible children in the amount, scope and duration required by the Montana Department of Public Health and Human Services to satisfy third party liability requirements. For those children ineligible for Medicaid and uninsured, Vendor will bill the parents for services rendered utilizing their fee schedule.

**SECTION 5. CREATION AND RETENTION OF RECORDS.**

- 5.1. The Vendor must create and maintain records of the services covered by this contract, including financial records, supporting documents, and such other records as are required by law or other authority.
- 5.2. Vendor shall maintain books, records, and documents in accordance with federal and state medical documentation requirements, accounting procedures and practices which sufficiently and properly reflect the services rendered and funds expended in connection with this Contract. All service/program notes, books, medical records, documents, or other materials associated with this Contract shall be subject to reasonable inspection, review, or audit by School District and/or the Montana Department of Public Health and Human Services and/or Centers for Medicare and Medicaid Services and their designees, during Vendor's usual business hours and upon prior notice. Vendor shall retain all medical service progress notes, student case files/ medical records, financial and other records pertaining to its work under this Contract for six (6) years three (3) months from the date of the completion, termination or expiration of this Contract or the conclusion of any audit pertaining to this Contract, whichever is later. If any litigation, review, claim or audit is started before the expiration of this period, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved.

**SECTION 6. CHANGES TO VENDOR'S WORK WITHIN STATEMENT OF WORK.**

- 6.1 School District may, at any time by written notice, make changes in the Vendor's work within the general scope of the Statement of Work. If any change under this section causes an increase or decrease in the Vendor's cost of, or time required for, the performance of any part of the work, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Contract shall be modified in writing accordingly. If the Parties cannot reach a mutually agreeable adjustment after good faith negotiations either Party may terminate this contract.
- 6.2. The parties agree to negotiate in good faith to revise this Contract in the event of:
  - 6.2.1 Legislation or court action that affects this Contract or State Medicaid Coverage;
  - 6.2.2 Changes in the funds available that affect this Contract; or
  - 6.2.3 Other changes reasonably requested by School District necessary to make this Contract consistent with federal and state Medicaid billing requirements.

If the Parties cannot reach a mutually agreeable adjustment after good faith negotiations either Party may terminate this contract.

**SECTION 7. SCHOOL DISTRICT'S OBLIGATIONS.**

- 7.1. School District agrees to provide the Vendor with office space, phone, computer, printer, Internet and E-mail access, and reasonable office supplies.

7.2 School District agrees to provide the Vendor with the following additional services:

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(If none so note.)

**SECTION 8. CONSIDERATION AND PAYMENTS.**

- 8.1. Amount of compensation. School District shall pay Vendor in accordance the Payment Schedule attached hereto as Exhibit 2. Vendor agrees that such rates shall not increase during the term of this Contract.
- 8.2 Manner of Payment. Vendor shall prepare and submit to School District an invoice, by the tenth (10th) day of each month, showing CSCT student load, student Medicaid eligibility status and corresponding Medicaid number if applicable, services performed for each student, and the number of days for which services were provided to the student. School District shall pay the Vendor within thirty (30) days after receipt and approval of the invoice and any required supporting documentation.

**SECTION 9. TERMINATION.**

- 9.1 This Contract may be terminated with written notice prior to the expiration of the term of the Contract for the following reasons:
  - 9.1.1 The District may immediately terminate the whole or any part of this contract for failure to perform the contract in accordance with the terms of the contract and other governing authorities.
  - 9.1.2 Either Party shall have the right to terminate this Contract if the other Party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting Party specifying such default.
  - 9.1.3 This Contract may be terminated by School District upon written notice to the Vendor if:
    - 9.1.3.1 The Montana Department of Public Health and Human Services (DPHHS) for any reason terminates Medicaid coverage of the CSCT program in the State of Montana
    - 9.1.3.2 The DPHHS no longer allows the School District to recoup Medicaid reimbursement for the provision of CSCT services to Medicaid eligible children; and,
    - 9.1.3.3 Vendor does not meet federal and state CSCT licensure and service requirements.
- 9.2 If this contract is terminated early School District shall compensate Vendor for services performed up to the date of written notice of termination less any amounts that are the subject of a good faith dispute. In no event, however, shall the amount payable to Vendor in connection with a termination exceed the total value of this Contract as set forth on Exhibit 2.

**SECTION 10. CESSATION OF SERVICES, RETURN OF PROPERTY, COMPENSATION.**

- 10.1 Upon the expiration of the term of this Contract, or earlier termination as provided in Section 9, Vendor shall: cease to provide CSCT services hereunder, submit any outstanding monthly progress reports, including service documentation and invoices described in Sections 4 and 5, and deliver to School District all property relating to the business and work of School District. Such property shall include but not be limited to all office space, phone, computer, printer, Internet and E-mail access, and reasonable office supplies.
- 10.2 Upon the expiration of the term of this Contract, or earlier termination as provided in Section 6, School District shall: compensate Vendor for services performed up to the date of written notice of termination less any amounts that are the subject of a good faith dispute. In no event, however, shall the amount payable to Vendor in connection with a termination exceed the total value of this Contract as set forth on Exhibit 2. School District's obligation to pay is contingent on the receipt from Vendor of monthly progress reports, including service documentation and invoices, and all School District property.

**SECTION 11. STANDARD OF PERFORMANCE.** Vendor warrants and represents that it possesses the special skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this Contract. Vendor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to devote such time as is necessary to perform the services required under this Contract. Vendor agrees to remove and replace any of its personnel who, in the sole judgment of School District, are not performing their responsibilities at an acceptable level.

**SECTION 12. INDEMNIFICATION.** Vendor agrees to defend, indemnify and hold School District harmless from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of (i) the negligence or willful misconduct of the Vendor, its employees or agents, and/or (ii) a breach by the Vendor of its obligations under this Contract. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

**SECTION 13. INSURANCE.**

13.1 General Liability. The Vendor must maintain, at its cost, primary standard general liability insurance coverage. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities that may arise in the provision of services under this contract. The insurance must cover claims as may be caused by any act, omission, or negligence of the Vendor and/or its officers, agents, employees, representatives, assigns or subcontractors.

13.1.1 The Vendor must provide general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The general liability insurance coverage must be obtained with combined single limits of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) per occurrence and \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

13.1.2 The School District, its officers, officials, agents, employees, and volunteers, are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Vendor, inclusive of the insured's general supervision of the Vendor, products and completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Vendor.

THE RECOMMENDED COVERAGE FOR GENERAL LIABILITY INSURANCE IS \$1,000,000 PER CLAIM AND \$2,000,000 AGGREGATE PER YEAR. THE MINIMUM ALLOWABLE COVERAGE IS \$\_\_\_\_\_ PER CLAIM AND \$1,000,000 AGGREGATE PER YEAR. VARIATIONS MAY BE APPROVED BY THE BOARD OF TRUSTEES.

13.2 Automobile liability insurance.

13.2.1 Automobile insurance coverage is required when the Vendor is to transport student, when the transportation of students may occur as an activity related to the delivery of services or the delivery of services necessitates travel by Vendor or employees of the Vendor. Vendor's and School District's initials and date indicated automobile liability insurance is not required because Vendor will not transport students or travel as part of the performance of this contract.

	Initials	Date
Vendor	_____	_____
School District	_____	_____

13.2.2 If Section 13.2.1 is not initialed Vendor must provide proof of Automobile liability insurance and the following provision applies:

The Vendor must maintain, at its cost, automobile liability insurance coverage. The insurance must cover claims as may be caused by any act, omission, or negligence of the Vendor and/or its officers, agents, employees, representatives, assigns or subcontractors. The Vendor must provide automobile liability insurance inclusive of bodily injury, personal injury and property damage. The automobile liability insurance coverage must be obtained with combined single limits of \$ \_\_\_\_\_ (\_\_\_\_\_Dollars) per occurrence and \$ \_\_\_\_\_ (\_\_\_\_\_Dollars) aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

The School District, its officers, officials, agents, employees, and volunteers, are to be covered as additional insured for liability arising out of activities performed by or on behalf of the Vendor, inclusive of the Vendor's general supervision, or arising in relation to automobiles leased, hired, or borrowed by the Vendor.

THE RECOMMENDED AND MINIMUM COVERAGES ARE THE SAME AMOUNTS IDENTIFIED FOR GENERAL LIABILITY INSURANCE (SEE ABOVE).

13.3 Professional liability insurance. The Vendor must maintain, at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through this contract. The insurance must cover claims as may be caused by any

act, omission, or negligence of the Vendor and/or its officers, agents, employees, representatives, assigns or subcontractors, assigns or employees.

13.3.1 The Vendor must provide occurrence coverage professional liability insurance with combined single limits of \$ \_\_\_\_\_ (\_\_\_\_\_Dollars) per occurrence and \$ \_\_\_\_\_ (\_\_\_\_\_Dollars) aggregate per year, from an insurer with a Best's Rating of no less than A-.

THE RECOMMENDED AND MINIMUM COVERAGES ARE THE SAME AMOUNTS IDENTIFIED FOR GENERAL LIABILITY INSURANCE (SEE ABOVE).

13.3.2 In lieu of occurrence coverage, the Vendor may provide claims made coverage with three years of additional tail coverage at the discretion of the Board of Trustees.

13.3.3 The Vendor must provide to the District a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this contract must remain in effect for the entire contract period. The Vendor must provide to the District copies of any new certificate or of any revisions to the existing certificate issued during the term of this contract. The District may require the Vendor to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies.

13.3.4 The Vendor's insurance coverage is the primary insurance in respect to the School District, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the School District and its officers, officials, agents, employees, and volunteers is in excess of the Vendor's insurance and does not contribute with it.

13.3.5 Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District, the insurer must:

13.3.5.1 Reduce or eliminate such deductibles or self-insured retentions in relation to the District, its officials, employees, and volunteers; or

13.3.5.2 The Vendor must procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

#### **SECTION 14. COMPLIANCE WITH LOCAL, STATE AND FEDERAL ORDINANCES STATUTES, REGULATIONS, RULES, AND POLICIES.**

14.1 Vendor agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all School District policies and procedures relating, directly or indirectly, to vendor's performance hereunder, including but not limited to all applicable laws pertaining to licensing, civil rights, equal employment opportunity, drug-free work place, the Health Insurance Portability and Accountability Act of 1996, PL 104-91 (HIPAA) and procurement integrity.

14.2 Vendor represents that it is not presently suspended or debarred by any government agency ore regulatory agency, proposed for suspension or debarment by any government agency or regulatory agency or otherwise excluded from participating in procurement activities funded with federal monies.

14.3 The Vendor agrees to ensure compliance of its subcontractors, if any, with the applicable federal requirements and assurances.

**SECTION 15. COMPLIANCE WITH LABOR LAWS.**

15.1 This Contract shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement. Each Party to this Contract shall act as an independent contractor, and neither Party shall have the power to act for or bind the other Party except as expressly provided for herein.

15.2 Ineligible for Employee Benefits. Vendor and its employees shall not be eligible for any benefit available to employees of the School District, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

15.3 Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Vendor under this Contract. Vendor agrees to pay all state and federal taxes and other levies and charges as they become due on account of monies paid to Vendor hereunder, and to defend, indemnify and hold School District harmless from and against any and all liability resulting from any failure to do so.

15.4 Workers' Compensation Insurance. The Vendor, at all times during the term of this contract, must maintain coverage for the Vendor and the Vendor's employees, if any, through workers' compensation, occupational disease, and any similar or related statutorily required insurance program. The Contractor must provide the School District with proof of necessary insurance coverage.

15.5 The Vendor is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Vendor and any persons providing services on behalf of the Contractor under this contract.

15.6 The provision of this contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing or resulting from the Vendor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Vendor under this contract is an employee of the School District.

**SECTION 16. LIAISONS.**

16.1 The liaison for the School District is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The liaison for the Vendor is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These persons serve as the primary contacts between the Parties regarding the performance of this contract.

16.2 Written notices, reports and other information required to be exchanged between the Parties must be directed to the liaison at the parties' addresses set out in this contract.

## **SECTION 17. MISCELLANEOUS.**

17.1 Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Contract, the prevailing Party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

17.2 Waiver, Modification, and Amendment. No provision of this Contract may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Contract shall not be deemed to be a continuing waiver or a waiver of any other provision. This Contract may be modified or amended only by a written contract executed by all of the parties hereto.

17.3 Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the State of Montana, without regard to choice of law principles. The parties agree that the sole venue for legal actions related to this Contract shall be the state and U.S. Federal District courts in which the School District is located.

17.4 Assignment; Subcontracting. Neither this Contract nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by Vendor without the prior written approval of School District, which approval may be withheld in the sole and absolute discretion of School District.

17.5 Notices. All notices under this Contract will be in writing and will be delivered by personal service, facsimile, or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant Party, which initially shall be the address set forth on the signature page to this Contract. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

17.6 Partial Invalidity. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

17.7 Publicity. Neither Party shall make any public announcement concerning this Contract without the advance approval of the other Party. Notwithstanding the foregoing, if the parties are unable to agree on a mutually acceptable announcement, a Party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.

17.8 Waiver of any default, breach, or failure to perform under this contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not construed to be a modification of the terms of this contract unless reduced to writing as an amendment to this contract.

**SECTION 18. ENTIRE CONTRACT.** This Contract contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. The Parties through their authorized agents have executed this contract on the dates set out below.

SCHOOL DISTRICT

By \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_  
Typed/Printed Name Title

VENDOR

By \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_  
Typed/Printed Name Title

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number