



HIAWATHA VALLEY MENTAL HEALTH CENTER

420 East Sarnia Street
Winona, MN 55987

And

RUSHFORD-PETERSON PUBLIC SCHOOL, ISD #239

1000 Pine Meadows Lane
Rushford, MN 55971

Hiawatha Valley Mental Health Center, 420 East Sarnia, Winona, MN 55987, (507) 454-4341, hereafter referred to as the "Contractor", and Rushford-Peterson Public School, hereafter referred to as the "School District", enter into this agreement for the period from July 1, 2019 until June 30, 2020.

WHEREAS, the School District wished to purchase services from the Contractor.

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

1. Cost and Delivery of Service:

- a. The amount to be paid to the Contractor by the School District under this agreement shall be \$11,182.08 for the academic school year.
- b. The funds will be used to provide School Linked Mental Health services and supports to school staff, students, and parents not billable and reimbursed by third party payers or other grants.
- c. Services shall be delivered on site at School District location as determined by district staff.

2. Payment for Purchased Services:

- a. Services will be billed after the last day of each month for the July 1, 2019 to June 30, 2020 school year. Invoices will be 1/12 of the total approved contract for that period
- b. Payment: The School District agrees to make payment within 30 days of the date of the receipt of the claim from the Contractor.

3. Audit and Record Disclosure:

The Contractor shall:

- a. Allow personnel of the County, the Minnesota Department of Public Welfare, and the Department of Health and Human Services, access to the Contractor's records at reasonable hours in order to exercise their responsibilities to monitor and evaluate compliance with standards, services, and fund disbursements under this agreement.
- b. Maintain records for seven years for audit purposes.

- c. Comply with any applicable statutes or regulations.

4. Safeguard of Client Information:

The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Contractor's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.

5. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed twenty or less full-time employees during the previous 12 months.

6. Fair Hearing and Grievance Procedures:

- a. Bonding: The Contractor shall be insured at all times, during the term of this agreement, covering the activity of its personnel authorized to receive or distribute monies.
- b. Indemnify: The Contractor agrees that it will at all times indemnify and hold harmless the School District from any liability, loss, damage, cost or expenses which may be claimed against the School District or Contractor.
 - 1. By reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased, used as in-kind space or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or his assigns; or
 - 2. By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.
- c. Insurance: The Contractor further agrees, in order to protect itself and the School District under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000 for bodily injury and \$100,000 for property damage.

7. Conditions of the Parties' Obligations:

- a. It is understood and agreed that in the event the funding to the Contractor from County, State, Federal, Schools, and Private Payer sources is not obtained and continued at a level sufficient to allow for the provision of the purchased services, the obligations of each party hereunder shall thereupon be terminated.

- b. The agreement may be cancelled by either party at any time with or without cause, upon 60 days' notice, in writing, delivered by mail or in person.
 - c. Any alterations, variations, modifications, or waivers not specifically provided in this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
 - d. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the School District, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the School District. Such approval shall be considered to be a modification of the agreement.
 - e. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
 - f. The Contractor certifies current licensure/certification approval from the State of Minnesota or Political Subdivision and agrees to maintain licensure for the duration of the contract. The Contractor is responsible for complying with provision of service rules as outlined in Chapter 16 of the Health Care Providers Provider Manual Chapter 16 Rehabilitative Services for Children. In the event said license is removed and Contractor will be considered in default and the contract will be terminated immediately upon the effective date of non-licensed status.
8. Subcontracting:
The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the School District. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.
9. Miscellaneous:
- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the School District relating to the subject matter hereof.



420 East Sarnia Street
Winona, MN 55987

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IN WITNESS WHEREOF, The School District and the Contractor have executed this agreement as of the day and year first above written.

By
Superintendent, ISD #239

Dated: _____

By
Board Chair, ISD #239

Dated: _____

By
Executive Director of Contracting Agency

Dated: _____