

CONTRACT FOR PURCHASE OF SERVICES

This agreement is made and entered between Independent School District 818 (ISD 818 Verndale), hereinafter referred to as the "CONTRACTOR," and Rural Minnesota CEP, Inc. (RMCEP), hereinafter referred to as the "PROVIDER."

WITNESSED:

WHEREAS, the PROVIDER represents itself to the CONTRACTOR as qualified and willing to perform the services herein agreed to,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the PROVIDER and the CONTRACTOR agree as follows:

1. PROVIDER Duties:

- a. PROGRAM: The PROVIDER shall implement the responsibilities described in the Career Advisor Services Proposal and incorporated into this service agreement. In brief, RMCEP will provide staffing services for career exploration, career counseling, job seeking strategies, college information and assistance with financial aid applications to youth and families in the district.
- b. Provide trained staff to implement services.

2. Term of Contract:

This Service Contract shall be effective on September 1, 2019, or upon such date as it is executed, whichever occurs later, and shall remain in effect until June 30, 2020, or until all obligations set forth in this Service Contract have been satisfactorily fulfilled, whichever occurs later. (Also see Section 4, a and b)

3. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such purchased services shall not exceed \$2,563.00. The PROVIDER will provide trained staff and relevant supervision to implement and provide services.
- b. Purchased Services will be provided at ISD 818.

4. Payment for Purchased Services:

- a. Payment: Payment shall be made within 30 days of receipt of invoice from PROVIDER.

5. Deliverables and Strategies:

RMCEP will:

1. Provide Career Exploration
2. Provide Job Search Assistance
3. Provide Information on Training Programs

School District will:

The school district will be responsible for providing the RMCEP staff person with an orientation to school policies; use of school equipment; access to students; guidance on scheduling; and the protocol for working with students. The school will provide the following resources: Office space, brochure racks for displays, video player/DVD, computer lab, area in the library to display career-planning resources, Interest Inventories.

6. Audit and Record Disclosures:

The PROVIDER shall:

- a. Report number of students receiving services as described in Section 5 above on a bi-yearly basis, with a final report at the end of the project.
- b. Maintain all records pertaining to this contract for six years for audit purposes.

7. Safeguard of Client Information:

The use or 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 or PROVIDER'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.

8. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

PROVIDER 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.

9. Indemnity, Insurance, and Audit Clause:

- a. Indemnify: The PROVIDER and the CONTRACTOR agree that it will at all times indemnify and hold harmless each party to this contract from any and all liability, loss, damages, costs or expenses which may be claimed against the CONTRACTOR

or PROVIDER regarding the provision of services as identified in this contract.

- b. Insurance: The PROVIDER further agrees, in order to protect itself and the CONTRACTOR 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 \$500,000 for bodily injury or property damage to any one person and \$1,000,000 for total injuries or damages arising from any one incident.

10. Conditions of the Parties' Obligations:

- a. This agreement may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.
- b. Before the termination date specified in Section 2 of this agreement, the CONTRACTOR may evaluate the performance of the PROVIDER in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- c. Any alterations, variations, modifications, or waivers of provisions of 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 PROVIDER, not specifically provided in the agreement, will be allowed by the CONTRACTOR, nor shall the PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the CONTRACTOR. 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.

11. Subcontracting:

The PROVIDER shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the CONTRACTOR. All subcontracts shall be subject to the requirements of this contract.

12. The PROVIDER agrees that all participants are made aware of their rights under the Minnesota Right-to-Know Act.
13. The PROVIDER agrees that no religious based counseling shall take place under the auspices of this agreement. Participants will not be employed in the construction, operation or maintenance of a facility used for religion instruction or worship. The

PROVIDER further agrees that no funds shall be expended for sectarian worship, instruction or proselytization.

14. In the event that any dispute arises solely between the CONTRACTOR and the PROVIDER, in a situation involving a claim other than for indemnification, cost allowability and/or funds allocation, such disputes will be resolved through negotiation.

PROVIDER certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency.

15. 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 PROVIDER and CONTRACTOR relating to the subject matter hereof.

In WITNESS WHEREOF, the CONTRACTOR and PROVIDER hereby execute this agreement.

BY *Vickie Spaderbank M.S.*
Executive Director, RURAL MINNESOTA CEP, INC.

DATED September 17, 2019

BY _____
AUTHORIZED REPRESENTATIVE, ISD 818

DATED _____, 2019