

**AGREEMENT**

THIS AGREEMENT, (“Agreement”) made and entered into as of the 1<sup>st</sup> day of July, 2022, by and between METROPOLITAN SCHOOL DISTRICT OF MT. VERNON (“MSDMV”) and SOUTHWESTERN BEHAVIORAL HEALTHCARE, INC. (“SBH”),

WITNESSETH:

WHEREAS, SBH is qualified to provide certain services, which services are more particularly described below; and

WHEREAS, MSDMV and/or students of the MSDMV are in need of the Services; and

WHEREAS, MSDMV and SBH wish to form a working relationship to provide the Services, as more specifically provided herein,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Services to Be Provided.**

- MSDMV will provide clinic space to SBH as necessary to allow for the provision of services to MSDMV students.
- SBH will provide behavioral health services to students who qualify for said services and who choose SBH as a behavioral health provider, as referred by MSDMV.
- SBH will not provide crisis intervention services to students, as this will be provided by MSDMV staff per their policies and procedures.

2. **Term of Agreement.** The term of this Agreement shall be effective as of the 1<sup>st</sup> day of July, 2022, and shall continue until the 30<sup>th</sup> day of June, 2023, (“Term”). At the end of this Term, this Agreement will automatically renew for successive one (1) year terms unless terminated by either party in writing.

3. **Termination of Specific Service.** Either party may, at any time, with or without cause, terminate this Agreement as to any one or more of the Services to be provided by the other party by giving written notice to the other party.

4. **Cost and Compensation.** There will be no cost borne by MSDMV for this program.

SBH will not assume any cost for the clinic space that MSDMV provides.

SBH will be compensated for this program solely through its own billing, as appropriate. SBH is responsible to comply with all applicable billing guidelines.

5. **Mutual Indemnification.** SBH shall indemnify, and hold harmless MSDMV, its agents, officers, employees, and representatives, of, from, and against all third party claims, liabilities, costs, expenses (including reasonable attorneys’ fees), damages and judgments, incurred by MSDMV resulting, directly or indirectly, from the Agreement or SBH’s performance, lack of performance, actions or inactions under this Agreement; provided, however, that SBH shall not be responsible for that part of any damage, liability, cost, or loss incurred by MSDMV which results from the negligence of MSDMV.

MSDMV shall indemnify, and hold harmless SBH, its agents, officers, employees, and representatives, of, from, and against all third party claims, liabilities, costs, expenses (including reasonable attorneys' fees), damages and judgments, incurred by SBH resulting, directly or indirectly, from the Agreement or MSDMV's performance, lack of performance, actions or inactions under this Agreement; provided, however, that MSDMV shall not be responsible for that part of any damage, liability, cost, or loss incurred by SBH which results from the negligence of SBH.

6. **E-Verify Compliance.** Pursuant to I.C. 22-5-1.7, SBH shall enroll in and verify the work eligibility status of all newly hired employees of SBH through the E-Verify Program (Program). SBH is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

Also pursuant to I.C. 22-5-1.7, SBH must execute an affidavit (Exhibit A) affirming that SBH does not knowingly employ an unauthorized alien and confirming SBH's enrollment in the Program, unless the Program no longer exists. This Affidavit shall be filed with MSDMV prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to MSDMV.

7. **Relationship of Parties.** Notwithstanding any provision to the contrary contained herein, no relationship of employer and employee is created by this Agreement, it being understood that SBH and its agents and employees will act as independent contractors and shall not have any claim under this Agreement or otherwise against MSDMV for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits or employee benefits of any kind.
8. **Confidentiality.** SBH recognizes that MSDMV student records must be kept confidential pursuant to federal and state law and agrees to maintain and preserve such confidentiality at all times.
9. **HIPAA / 42 CFR Part 2 Confidentiality Compliance:** MSDMV recognizes that SBH client records must be kept confidential pursuant to federal and state law. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"), as revised by the HITECH Omnibus Final Rule ("HITECH"), (FR 2013-01-25). Furthermore, the parties shall promptly amend this Provider Agreement to conform with any new or revised legislation, rules and regulations to which SBH is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy and Security Laws") in order to ensure that SBH is at all times in conformance with all Privacy and Security Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend this Provider Agreement to comply with the Privacy and Security Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Provider Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Provider Agreement without notice.

In addition, all parties agree to comply in all material respects with 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records. To the extent that this Agreement pertains to Part 2 information, MSDMV:



- acknowledges that certain protected health information (“PHI”) may not be disclosed or re-disclosed without written consent, even though such disclosure or re-disclosure may be permitted by HIPAA or other laws.
- agrees to be fully bound by the Confidentiality Regulations in receiving, storing, processing, transmitting, transporting or otherwise dealing with any PHI that is subject to the Confidentiality Regulations.
- will resist in judicial proceedings any efforts to obtain applicable PHI except as permitted by the Confidentiality Regulations.
- acknowledges that any unauthorized disclosure of PHI subject to the Confidentiality Regulations is a federal criminal offense.

10. **Liability Insurance.** SBH shall carry in its own name, at its own cost, the following insurance or self-insurance:

Comprehensive General Liability Insurance with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.

SBH shall furnish MSDMV a certificate that above insurance or self-insurance is at all times in full force and effect. MSDMV shall be carried as an additional insured thereunder, including waiver of subrogation, and SBH shall provide MSDMV proof thereof.

11. **MSDMV Policies.** SBH shall cause all of its agents, employees or personnel providing services hereunder to observe and comply with all rules, policies, standards and guidelines of MSDMV as may be adopted and amended from time to time by MSDMV, including but not limited to procedures for reporting child abuse and neglect and building security issues, in addition to those of SBH. MSDMV will provide SBH with access to said policies.
12. **Modification and Waiver.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. A waiver by either party of any breach or default in the performance of any of the provisions of this Agreement on the part of the other shall not constitute a waiver of any subsequent breach or default on the part of either party.
13. **Severability; Invalid Provisions Inapplicable.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.
14. **Assignment.** The parties agree that the duties to be performed hereunder by SBH are professional in nature, and that this Agreement may not be assigned by SBH, not its duties delegated to others, without the advanced written consent of MSDMV.
15. **Criminal Background Checks.** Prior to interaction with MSDMV students, all SBH employees and volunteers shall undergo an expanded criminal background check (as defined in I.C. 20-26-2-1.5) as well as a Child Protection Index Check.
16. **Notices.** All notices to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, postage pre-paid, to the addressee party at the following addresses:

For (MSDMV):

Superintendent  
Metropolitan School District of Mt. Vernon  
1000 W. Fourth St.  
Mt. Vernon, IN 47620

For SBH:

Katy Adams, LCSW, LCAC  
President/CEO  
Southwestern Behavioral Healthcare, Inc.  
415 Mulberry Street  
Evansville, IN 47713

17. **Successors.** All the obligations, conditions, terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, permitted assigns, subsidiaries, officers, directors and employees.
18. **Choice of Law and Venue.** Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Vanderburgh County, Indiana or in the Federal District Court for the Southern District of Indiana, Evansville Division. The law of the State of Indiana shall govern any dispute.
19. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties relating to the matters specified in this Agreement, and supersedes all prior representations or Agreements, whether oral or written, with respect to such matters.

METROPOLITAN SCHOOL DISTRICT OF MT. VERNON

By:



Date: 5-16-2022

Greg Oeth

Its:

Board President

SOUTHWESTERN BEHAVIORAL HEALTHCARE, INC.

By:



Date: 05/17/2022

Katy Adams, LCSW, LCAC

Its:

President/CEO

EXHIBIT A  
E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, Southwestern Behavioral Healthcare, Inc. ("SBH") is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of SBH, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with MSDMV, SBH will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Southwestern Behavioral Healthcare, Inc.

  
\_\_\_\_\_  
Katy Adams, LCSW, LCAC  
President/CEO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Vanderburgh

Subscribed and sworn to before me this 17<sup>th</sup> day of May, 2022.

My commission expires: 8/17/26



Brenda L. Sexton (Signed)

a. Residing in Warrick County, State of Indiana.