



This Memorandum of Understanding (hereinafter “MOU”) is entered into between Linn-Mar Community School District and Mental Health/Disability Services of the East Central Region (ECR).

- I. **Funding of Mental Health and Disability Services for Coronavirus Disease 2019 (COVID-19) Relief.** In recognition that ECR has received funding from the Coronavirus Relief Fund (CRF) under the CARES Act, this MOU establishes an agreement between Linn-Mar Community School District and ECR for the funding of COVID-19 related expenditures for mental health and disability services. The CARES Act and the state of Iowa’s direction requires that payments from CRF only be used to cover expenses that:
- i. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19.
 - ii. Are not accounted for in the budget approved as of March 1, 2020.
 - iii. Are incurred between March 1, 2020 and June 30, 2021.
 - iv. Are expenses that have not been reimbursed from another source.

In consideration, the following responsibilities are assumed by the participating agencies:

- a. **Linn-Mar Community School District Responsibilities.** Linn-Mar Community School District hereinafter referred to as Contractor agrees to:
- i. Submit invoices for the approved amount to claims@ecriowa.us OR by mail to 210 5th Avenue NE, Independence, Iowa 50644.
 - ii. Notify ECR by June 11, 2021 (06/11/21) if 100% of the approved funds will not be expended and return, if any, all unspent amounts, to ECR by 06/11/21.
 - iii. Submit a final invoice(s) for the remaining 50% to ECR by 06/11/21. **Any funds not requested by this date will be forfeited by requesting entity.**
 - iv. Provide information to ECR, as requested regarding the service category or population that will benefit from the award.
 - v. Keep detailed records and receipts for five years that shall be able to show how funds were expended.
 - vi. Provide the detailed records and receipts, if requested, to ECR by the end of the next business day or sooner if necessary due to an onsite or electronic ECR, state or federal audit.
 - vii. Reimburse the funds to ECR if the contractor uses the funds for a purpose that a state or federal audit identifies was not allowable.
 - viii. Correct identified deficiencies or findings by ECR staff and submit progress reports to any such corrective action plan.
 - ix. Submit a W9 form if a contract with ECR has not already been established, maintain insurance and be an independent contractor according to the terms of the MOU.
 - x. School districts shall use the funds to promote students’ social emotional learning and/or alleviate brain health issues caused or related to COVID-19 including issues related to the general mental health of the district. Goods purchased must be used to support the proposed project.
- b. **ECR Responsibilities.** ECR agrees to:
- i. Pay 50% of requested funds when the application is approved and the signed MOU is returned.
 - ii. Follow the ECR Management Plan Policies and Procedures for payment of services: Section J. Service Provider Payment Provisions (p. 27).

- II. **Termination.** This MOU will end June 30, 2021 unless terminated earlier in writing by any party for its convenience upon sixty (60) days prior written notice to the other party. The agreement is subject to

revision due to legislation, updated federal or state guidance, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.

III. Indemnification. Each party agrees to hold harmless all other parties (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.

IV. Notices. All notices related to this MOU shall be addressed as follows:

a. To: Chelle Klootwyk, Administrative Assistant to the CEO
210 Jones Street, Suite 204
Dubuque, Iowa 52001
michelle.klootwyk@dubuquecounty.us

b. To: Linn-Mar Community School District

V. Service Definitions and Rates

Project Description	Units & Rate Each (if applicable)	Total Amount
SEL Resources, Curriculum, Supplies & Tools	Included with Application	\$74,867.86

OTHER TERMS:

This agreement has been executed by the parties hereto, through their duly authorized officials, and the effective date of this agreement is the 30th day of March, 2021.

ECR Chief Executive Officer:

School District:

By: *Mae Hingtgen*

By: _____

Print Name: Mae Hingtgen

Print Name: _____

Print Title: ECR Chief Executive Officer

Print Title: _____

Date: 03/30/2021

Date: _____