

## **Contract for Services between SuccessLink and Cedar Falls Community School District**

This Contract is an agreement between SuccessLink and Cedar Falls Community School District (herein referred to as CFCSD) for the provision of mental health services to CFCSD students. This contract is entered into on the first day of July 1, 2023 and will expire June 30, 2025.

This Contract shall be reviewed annually by the parties hereto and may be terminated by either party giving thirty (30) days written notice to the other. Therefore, the parties enter into this Contract under the following terms and conditions:

**A. CFCSD agrees to the following:**

1. Provide space and utilities at no charge to SuccessLink or contracted providers for providing mental health services at the Cedar Falls location.
2. Compensate SuccessLink for contracted services as follows:
  - Licensed mental health counselor (2.5 FTE)
    - a. A maximum of \$145,000 will be compensated each year for the duration of this Contract.
    - b. If CFCSD should choose to terminate their relationship with SuccessLink or the contracted mental health providers, the balance of the \$145,000 will be held with CFCSD minus any payments due during the 30 day notice period.

**B. SuccessLink agrees to the following:**

1. Provide appropriate personnel to provide the services outlined above. Personnel include licensed mental health counselors, licensed clinical social workers and supervised student interns when deemed appropriate.
2. Provide liability insurance in the amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate.
3. Provide all supplies and equipment necessary for each partner agency.
4. Provide all supplies and equipment necessary for school-based staff.
5. Submit an invoice/bill for services provided at the end of each month. The reimbursement for services provided shall be in accordance with the rates outlined in the attachment.

**C. Indemnification:** Each party hereto will protect, indemnify and hold the others, including their affiliates, directors, trustees, officers, employees, and agents, free and harmless of and from any and all actions, claims, suits, losses, damages, costs, attorney's fees and other expenses, arising out of the performance of its obligations, or out of any violation of any provision of this Contract.

**D. Independent Contractors:** This Contract is not a partnership or joint venture agreement. No party to this Contract has the right to bind or incur liabilities on the part of any other party without a specific agreement to do so. There is no agency relation intended by the parties of this Contract. SuccessLink is not an agent of CFCSD nor is CFCSD an agent of SuccessLink. The only legal relationship intended by the parties between SuccessLink and CFCSD is the liability for the specific covenants contained in this Contract and no others.

**E. Malpractice Coverage:** SuccessLink and contracted providers agree to maintain professional liability insurance coverage in amounts customary to maintain by the profession in the state of Iowa and to name CFCSD as an additional insured on all such insurance policies. Additionally, SuccessLink and contracted providers agree to inform CFCSD in writing at least thirty (30) days prior to cancellation or termination of any such insurance policies maintained pursuant to this Contract.

**F. Licenses and Certification:** SuccessLink will ensure that all providers of health and mental health services under this Contract obtain and maintain all applicable professional, business, and related licenses in good standing prior to undertaking any work or meeting with any CFCSD students during the term of this Contract.

**G. Confidentiality of Records:** The information obtained through the treatment of clients will be confidential information which will not be disclosed to any party by the contracted providers or SuccessLink without a specific written Release

of Information form signed by the client and/or his/her parents/guardian. Information obtained and documented in the records of students seen at the CFCSO sites will be locked in a file separate from other records with access by only the contracted providers and appropriate staff. SuccessLink will take all necessary measures to protect the confidentiality of all clients.

- H. Assignment: Neither this Contract nor any part hereof may be assigned by a party without the prior written consent of the other party. The services provided by SuccessLink and contracted providers to the clients are agreed to be a personal service and not the subject of assignments generally. This Contract shall be binding upon the parties, their successors and assigns.
- I. Entire Understanding: This Contract contains the entire understanding of the parties. It may not be changed orally. It may only be changed by an agreement in writing signed by all parties. By exception hereof, each party represents that there are no other terms, no other promises and no other provisions of any kind which are not included in this one written Contract.
- J. Notices: Notices required or allowed to be given hereunder shall be deemed given when received or when deposited, postage paid, certified mail, return receipt requested, addressed to the other party at respective addresses first hereinabove set forth.

**SuccessLink**

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Signed  
Bradley M. McCalla, Executive Director

\_\_\_\_\_  
Date

**Cedar Falls Community School District**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date