

## **LETTER OF AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Linn-Mar Community School District (the "District") having its principal administrative office at 2999 N. Tenth St Marion, IA 52302 and Covenant Family Solutions (CFS) an organization with its primary place of business at 1655 Blairs Ferry Rd Marion, IA 52302.

**WHEREAS**, CFS desires to operate, and the District desires to permit CFS to operate, a school-based mental health program for those students that are in need of such services at Linn-Mar Elementary, Middle, and High Schools (the "Premises"), which are schools that are owned and operated by the District; and

**WHEREAS** CFS and the District wish to establish their respective obligations with respect to such school-based mental health program.

**NOW, THEREFORE**, CFS and the District, intending to be legally bound hereby, agree as follows:

### **1. Provision of Facilities.**

(a) In consideration of the covenants stated herein, the District agrees to provide space within affected facilities for the provision of mental health services. The District will ensure that the space affords a reasonable amount of privacy to maintain confidentiality. The District will work with the CFS provider(s) to coordinate schedules and resolve conflicts related to shared space.

(b) The District shall provide access to the designated areas only on Mondays through Fridays and generally between the hours of 8:00 a.m. and 4:00 p.m. The District shall not be obligated to provide, and CFS shall not be entitled to have, access to the Premises prior to the aforesaid commencement time, subsequent to the aforesaid ending time or on Saturdays or Sundays without prior authorization. Additionally, the District shall not be obligated to provide, and CFS shall not be entitled to have, access to the Premises on any day that the District's programs are not in operation without prior authorization.

(c) CFS agrees that it will utilize the Premises for the sole purpose of operating its school-based mental health program.

(d) District shall, at all times, have access to all areas of the Premises that are encompassed by the terms of this Agreement.

### **2. Operation and Conduct of the School-based Mental Health Program**

(a) CFS shall be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of the "service" at its own expense. The District shall have no obligation, financial or otherwise, to obtain or assist in obtaining any application, license, or permit, excepting a building occupancy permit, in relation to the operation and conduct of the "service". Prior to the commencement date hereof, CFS shall provide the District with written evidence of its obtainment of any necessary permits or licenses that are necessary to operate the "service" on the Premises.

(b) The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the operation and conduct of the school-based mental health program shall be

employees of CFS and shall not be regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons shall be the exclusive responsibility of CFS. The District shall have no obligation to provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of the “service”.

(c) CFS shall maintain all records, invoices and statements relating to the service; shall be responsible for receiving and responding to all communications with persons concerning any aspect of the school-based mental health program and shall be solely responsible for every aspect of the daily administration, supervision and operation of the service. The District shall have no obligation, financial or otherwise, to provide or perform record keeping, administrative, supervisory or operational services or assistance of any kind with regard to the service.

(d) CFS shall ensure that the operation of the service shall not interfere with the normal operation or maintenance of the Premises or the conduct of events or activities sponsored, conducted or operated by the District on the Premises. In the event of any conflict between CFS's operations on the Premises and the District's operations on the Premises, District operations shall be given priority under all circumstances.

(e) The District shall be solely responsible for paying all costs associated with the service that occur on the Premises, including but not limited to, phone, printing, copying, and internet costs. CFS will be solely responsible for costs incurred off the Premises.

(f) Except as hereinbefore provided for the provision of designated areas within the Premises, the District shall have no obligation, responsibility or liability in the operation and conduct of the service.

### **3. Term of Agreement and Termination of Agreement**

The term of this Agreement shall commence on the date of this Agreement (indicated above) and shall remain in effect until it is terminated by either party. Either party may, at any time, terminate this Agreement, with or without cause, upon not less than thirty (30) days prior written notice to the other. Any termination notice submitted by CFS to the District in accordance with this provision shall be mailed to the attention of the District's Superintendent.

### **4. Roles and Responsibilities**

#### **I. Linn-Mar Community School District agrees:**

- A. To provide space within affected facilities for the provision of mental health services. The District will ensure that the space affords a reasonable amount of privacy to maintain confidentiality. The District will work with CFS providers to coordinate schedules and resolve conflicts related to shared space.
- B. To inform parents and/or legal guardians of the availability of on-site mental health services within the school system. The District will make contact information for CFS widely available to the parent(s)/guardian(s) of students within their system, as they deem reasonable.
- C. To provide for the coordination of care between CFS providers and school social workers or other responsible parties. School social workers or other responsible parties will contact a CFS provider with referral information that can be used to initiate services for

the student. District personnel will also assist the family in completing intake documentation when possible.

## II. CFS agrees:

- A. To provide an adequately trained and licensed mental health professionals to provide up to 25 sessions each week, per mental health professional.
- B. To ensure that each student has a release of information on file to allow communication with school personnel.
- C. To offer a limited amount of coordination with teachers and other relevant personnel to ensure that they have information that will help them to support and interact effectively with students who are receiving services.
- D. To provide supervision and oversight of services provided by CFS personnel to ensure quality care.
- E. To seek payment for services from third party-payers on behalf of the students served. CFS will use its own billing procedures to seek payments in accordance with usual practices and policies.
- F. To communicate with school district administration, regarding the progress and process of services delivered by CFS providers.

### 5. **Compliance with Laws**

In the conduct of its operation of the school-based mental health program on the Premises, CFS agrees to comply with all local, state and federal laws and regulations applicable at any time.

### 6. **Indemnification**

CFS agrees to assume all risk of accident or damage to the District's equipment/personal property, the District's guests and invitees, and all persons and equipment/personal property associated with the District in any respect and to release the District from any and all liability with regard to the same. CFS further acknowledges that this Agreement is entered into for the convenience of and at the request of the District and agrees to be solely responsible for and to indemnify the District and hold the District harmless from all claims, suits and demands (regardless of when such claim, suit, or demand is actually filed or claimed) of every nature and description, including attorney's fees, made or brought by any third parties against the District or the District's successors and assigns, on account of accident or injury to the persons or property of any third party on account of the violation of any law or regulation by CFS or by CFS's agents or employees, or which may arise out of or relate to CFS's operation of its service on the Premises in accordance with this Agreement. CFS further agrees to reimburse the District for any reasonable attorney's fees and costs incurred by the District as a result of any claim or cause of action that is encompassed by the terms of this provision. As used throughout this provision, the term "District" is intended to mean the Linn-Mar Community School District as well as its officers, directors, employees and agents. The Parties agree that the terms and CFS's obligations imposed by this provision shall survive the termination of this Agreement. The District agrees to the same.

### 7. **Insurance**

CFS agrees to carry and maintain, so long as this Agreement is in effect, for the benefit of District liability insurance that covers the operations of CFS upon the Premises. The amount of said insurance shall be, for personal injury and property damage, a minimum of One Million Dollars (\$1,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve CFS from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of CFS under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against District, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. CFS shall provide the District with copies of all required insurance policies prior to the execution of this Agreement upon request, and under no circumstances shall CFS be permitted to have any access to the Premises until satisfactory proof has been provided to the District that all required insurance policies are in place and are in full force and effect.

#### **8. Clearances**

At the time this Agreement is executed, CFS must provide the District with current Act 34 (criminal record check, including the FBI fingerprint requirements) and current Act 151 (PA child abuse history clearance) clearances for all CFS employees or agents that will be present on the Premises upon request. CFS shall not permit any employee or agent of CFS to be present on the Premises until said clearances have been obtained and provided to the District.

#### **9. No Assignment.**

This Agreement, and CFS's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District and the ratification of the same by recorded vote of a majority of Board of School Directors of the District.

#### **10. Entire Agreement.**

This Agreement embodies the entire understanding between the Parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification to this Agreement may be made except in a writing signed by the Parties hereto and subject to the ratification of the same by recorded vote of a majority of the Board of School Directors of the District.

#### **11. Savings Clause**

If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.

#### **12. Funding Agreement**

The District will not pay CFS for this service.

#### **13. Construction.**

CFS and the District agree that, in the construction, interpretation and application of this Agreement, no presumption shall be deemed to exist in favor of or against any Party hereto as a result of the preparation or negotiation of this Agreement.

**14. Choice of Law/Venue**

All actions, proceedings, or disputes arising between the Parties under this Agreement shall be governed by the laws of Iowa without giving effect to doctrines relating to conflicts of laws and shall be filed, tried and litigated exclusively in the County Courts, State Courts and Federal Courts having jurisdiction over Marion, Iowa.

**WHEREFORE**, in witness whereof, the Parties hereto have set their hands and seals the day and year aforesaid.

Attest:

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Linn-Mar Community School District

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Chief Executive Officer-Jacob Christenson  
Covenant Family Solutions