

**CONTRACT BETWEEN
GENEVA COMMUNITY UNIT SCHOOL DISTRICT 304
AND SUICIDE PREVENTION SERVICES OF AMERICA**

THIS AGREEMENT is entered into as of the 26th day of February 2018, by and between the Board of Education of Geneva Community School District 304, Geneva, Illinois, and Suicide Prevention Services of America, Inc., an Illinois corporation (“Consultant”).

1. **Services** Consultant agrees to provide to Geneva CUSD 304 professional counselors to provide individual, family, and/or group counseling sessions for students after students have been identified as having suicidal ideation. The primary purpose of this contract is to purchase services from the Consultant for the purpose of providing immediate crisis intervention and possible stabilization through counseling for families of, and students that have been assessed by Geneva CUSD 304 to be at significant harm to themselves. The dates, times and locations of the counseling services, and whether the counseling sessions will be individual or group sessions shall be worked out by both Consultant and the Director of Student Services or designee from Geneva CUSD 304.
2. **Compensation** Geneva CUSD 304 shall pay Consultant (Suicide Prevention Services) \$75.00 per hour for each hour a counselor provides counseling services to Geneva CUSD 304 students and their families. Geneva CUSD 304 shall not pay for travel time or expenses. Consultant shall provide a monthly detailed invoice to Geneva CUSD 304 specifying the name of the student, the date, location and time services were provided. The District shall pay Consultant monthly in accordance with the Local Government Prompt Payment Act. 50 ILCS 505/1 *et seq.*
3. **Term** This Agreement shall commence the day and year first above written and shall terminate on July 30, 2019. The parties could mutually agree to renew this Agreement for the 2019-20 school year. Geneva CUSD 304 reserves the right to terminate this Agreement for any breach of its express terms. Either party shall have the right to terminate this Agreement for any reason by giving oral or written notice of such termination to the other party. Upon termination, Suicide Prevention Services is entitled to any payment for services actually rendered, calculated on a pro rata basis.
4. **Consultant (Suicide Prevention Services)** Consultant hereby agrees to:
 - a) Abide by and follow all Geneva CUSD 304 policies, State Board of Education regulations and the laws of the United States and State of Illinois, including but not limited to all laws protecting student records and student confidentiality;
 - b) Deliver all services under this Agreement with all applicable professional standards of care;

- c) Indemnify Geneva CUSD 304 from all claims for damages or loss brought by any third party, including claims for attorneys' fees, alleging personal injury or property damage caused by Consultant's delivery or failure to deliver services under this Agreement;
 - d) Maintain professional liability insurance in an amount and with an insurance company acceptable to Geneva CUSD 304, name Geneva CUSD 304 as an additional insured under the policy, require the policy to cover Consultant's indemnification obligations under this Agreement, and provide Geneva CUSD 304 a certificate of insurance evidencing the required coverage.
5. **Entire Agreement** This Agreement and exhibits hereto is the entire Agreement between the parties, and there are no oral or written understandings between the parties outside of the terms of this Agreement. The Agreement may only be modified by subsequent written agreement of the parties.
 6. **Independent Contractor** Geneva CUSD 304 hires Consultant under this Agreement as an independent contractor. All counselors providing services under this Agreement will be employees or independent contractors of Consultant, not Geneva CUSD 304.
 7. **Criminal Background/DCFS** All individuals providing services under this Agreement on behalf of Consultant shall submit to a criminal background check in accordance with Section 10-21.0 of The School Code and a Department of Children and Family Services check. Consultant shall provide the results of each test to Geneva CUSD 304. Consultant shall replace a counselor at the request of Geneva CUSD 304.
 8. **Records** The parties agree that all records produced by Consultant in the course of providing counseling services under this Agreement are Geneva CUSD 304 records.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written,

CONSULTANT

SUICIDE PREVENTION SERVICES, INC.

**GENEVA CUSD 304,
GENEVA, ILLINOIS**

BY: _____

BY: _____

Its _____

Contract Originator

ATTEST:

BY:

Account Supervisor