

INTERAGENCY AGREEMENT

By and Between

LAKELAND JOINT SCHOOL DISTRICT #272

And

DIRNE HEALTH CENTERS, INC., dba HERITAGE HEALTH

This Interagency Agreement ("**AGREEMENT**") is hereby entered into on June __, 2024 ("**Effective Date**") by and between DIRNE HEALTH CENTERS, INC. doing business as Heritage Health ("**Provider**"), and Lakeland Joint School District #272 ("**LJSD**"), collectively referred to as the "Parties" hereafter.

RECITALS

- A. Whereas, LJSD and Provider wish to facilitate the delivery of collaborative school-based mental and behavioral health services for students enrolled at LJSD; and
- B. Whereas, LJSD has the authority to make space available at its facilities as permitted by state law and applicable LJSD policies; and
- C. Whereas, LJSD desires to authorize Provider to use its facilities for the provision of the services as more particularly outlined herein for the public purpose of improving LJSD students' access to such services and improving the provision of such services; and
- D. Whereas, the parties hereto mutually desire to reach an understanding concerning Provider's delivery of services at designated LJSD facilities.

NOW, THEREFORE, for all these reasons and in consideration of mutual covenants contained herein, the Parties agree as follows:

1. PERIOD OF COVERAGE

The term of this Agreement shall commence on August 1st, 2024 and expire on July 31, 2025.

2. RESPONSIBILITIES OF PARTIES

The responsibilities of the Parties are identified as follows:

2.1 Provider Responsibilities:

A. Provider will provide, on an as-needed basis by LJSD and an as-available basis by Provider, collaborative school-based mental and behavioral health services to LJSD students, grades kindergarten through twelfth grade, at the LJSD school facilities identified in Exhibit "A" attached hereto and incorporated herein (the "**School(s)**"). Such services may include, if deemed necessary and if staffing allows:

1. Individual/group counseling;
2. Targeted care coordination, skills building, and family support partner for students with Medicaid and
3. Initial and ongoing collaborative program development efforts with LJSD staff and administration.

B. Provider will provide licensed mental health care professionals

(“Professionals”) and other appropriate staff (“Staff”) to provide the services at a standard of care equal to that of the local community. Provider will ensure all Professionals and Staff have all required credentials and licenses and are adequately trained to perform the services being provided.

C. Prior to rendering services to LJSD students, Provider will ensure that all Professionals and Staff have completed an orientation to the applicable School(s), completed and cleared a criminal history and background check as set forth in Section 13 of this Agreement, and agreed to follow all LJSD policies and protocols while on-site. Provider will also deliver a referral form to LJSD for each student and/or parent/guardian prior to rendering services to LJSD students.

D. Provider will ensure all LJSD safety procedures are followed by Professionals and Staff when on-site, including but not limited to the following:

1. Sign in and wear both the Heritage Health and LJSD badges provided to Provider.
2. Notify School(s) when services will not be provided (e.g., Professional or Staff is absent).
3. Be familiar with and follow all building procedures in applicable School(s) (e.g., emergency and lockdown procedures, sign in and out procedures, etc.).

E. LJSD must know where students are at all times. Provider must share the student name, date of birth, when they will receive on-site services, and by whom (name and contact information of applicable Professional(s)).

F. Provider agrees to:

1. Share strategies and resources with the building principal that may support student success.
2. Resolve conflicts and concerns by participating in direct dialogue. If a Professional or Staff has a concern, he or she must first report the concern to the applicable School building principal or his or her designee. A similar process will be followed by the applicable School building principal. Provider and/or LJSD will communicate as follows:
 - i. Level 1 - Provider and principal or principal designee will communicate directly. If unable to resolve, notify level 2.
 - ii. Level 2 - contact LJSD Director of Special Services and Provider Supervisor. If unable to resolve, Director will notify level 3.
 - iii. Level 3 - LJSD Superintendent and Provider Area Director.

G. Provider and the applicable School building principal will agree on how to respond when a student is in crisis.

H. Provider will provide services to LJSD students regardless of a student's (and/or his or her family's) ability to pay or their insurance status. Provider will use its Sliding Fee Discount Program in determining the amount a student (and/or his or her parent or legal guardian) is required to pay.

I. Provider will maintain its membership in the Idaho Optum network as required to treat members of the Idaho Behavioral Health Plan (Medicaid), and follow all requirements to maintain such membership, including required testing.

J. Provider will monitor and evaluate the effectiveness of mental health services provided by Professionals and Staff under this Agreement.

K. Provider is responsible for providing an end of year summary of services to LJSD which includes:

1. Total number of students referred by the applicable School to Provider in the last year;
2. Total number of students that receive school-based services under this Agreement in the last year;

L. Provider will carry professional liability insurance covering all health care professionals and others providing services for coverage of claims for personal injury and/or professional malpractice. Provider represents that it is a federally-qualified health center that has been "deemed" an employee of the Public Health Service pursuant to 42 U.S.C. § 233(g), the Federal Tort Claims Act ("FTCA"). To that end, the Parties agree that Provider's maintenance of "deemed" status under the FTCA satisfies any and all of Provider's professional liability insurance requirements under this Agreement.

2.2 LJSD Responsibilities:

A. LJSD will provide appropriate space and access for Provider to work on-site in the applicable School(s) with students, families, and LJSD employees. The applicable building principal will provide access to the School(s) at agreed upon times.

B. Subject to the restrictions of the Family Educational Rights and Privacy Act ("FERPA") (20 USC § 1232 et seq.), LJSD will provide Provider with student information consisting of name, date of birth, reason for referral, and parent contact information for students referred by school teams when a Release of Information Form is signed by the student's parent/guardian or is signed by the student, if 18 years of age or older.

C. LJSD will invite Provider to participate in initial and ongoing collaborative program development efforts with LJSD staff and administrators.

D. LJSD will use Provider's referral form and process to refer students to Provider for mental health services.

E. LJSD will provide a written schedule of available student appointment(s) to Provider through LJSD's on-site counselor.

F. LJSD agrees to first report any concerns to Provider's on-site counselor. If unable to resolve, LJSD may then report its concerns to the Clinical Director of Provider.

G. LJSD will carry and maintain, in full force and effect, policies of comprehensive general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate or in such higher amounts designated by applicable state law with, to the extent permitted by the FTCA and/or other valid and collectible insurance, Provider named as an additional insured. Upon Provider's reasonable request, LJSD shall provide Provider with a certificate of insurance evidencing such coverage. LJSD shall promptly notify Provider of any cancellation, reduction, nonrenewal, or limitation of insurance coverage.

2.3 Other responsibilities:

A. Consent and Release Forms. Provider and LJSD will obtain valid informed consent in writing from the student if he or she is eighteen (18) years of age or older and, if not, from a parent, guardian, or other authorized surrogate decision-maker for the provision of services under this Agreement, as well as written authorization for the release of information between Provider and LJSD for purposes of integrating and maximizing the impacts of the services. Professionals and Staff will independently obtain and maintain any informed consent necessary and/or required by state and federal law.

B. Confidential Education Information. Provider and LJSD will continue to operate as separate entities for purposes of record keeping and confidentiality. LJSD is subject to state and federal privacy laws, including FERPA. Information qualifying as an education record under FERPA and/or applicable state law will not be disclosed to Provider without appropriate advance written authorization. LJSD is responsible for distributing and collecting, for each student, an appropriate authorization form signed by a parent, guardian, or an "eligible student" as that term is defined in FERPA. In the case of such a authorization, Provider shall comply with the subsequent safeguarding and confidentiality limitations set forth in FERPA with respect to such information. Without limiting the foregoing, student medical records will be kept separate and apart from education records maintained by LJSD.

C. Confidential Health Information. Provider is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and state law governing privacy, confidentiality, and sharing of information regarding protected health information ("PHI"). In accordance with state and federal law, Provider must maintain the confidentiality of all LJSD students' PHI. Provider will maintain appropriate, HIPAA-compliant security for all documents and information containing PHI developed pursuant to services rendered under this Agreement, and keep such documents and information separate and apart from LJSD students' educational records. Protected health information communicated to Provider or contained in Provider's medical record will not be disclosed in any manner to any other person, agency, or entity without the prior written authorization of the student, if he or she is eighteen (18) years of age or older, or, if not, from a parent, guardian, or other surrogate decision-maker whichever applicable, unless allowed or required to make such a disclosure under an applicable law or court order. Circumstances allowing or requiring disclosures include, for example: mandatory reporting of suspected abandonment, abuse, or neglect, risk of imminent harm to the patient or others, and certain communicable diseases required by law to be reported to public health authorities.

3. INDEPENDENT CONTRACTORS & MUTUAL INDEPENDENCE

LJSD and Provider are independent contracting parties. Professionals, Staff, and any other employee of Provider shall not be considered employees or agents of LJSD for any purpose. Provider shall be solely and entirely responsible for its employees during the performance of services under this Agreement. Likewise, no employee or agent of LJSD shall be considered an employee or agent of Provider for any purpose. LJSD shall be solely and entirely responsible for its employees during the performance of this Agreement.

This Agreement does not create or establish a partnership, joint venture, or agency relationship between Provider and LJSD. Each party offers and provides services to LJSD students and their families exclusively on its own behalf.

4. NON-EXCLUSIVE

LJSD may contract with and/or otherwise retain additional staff or third-party providers to provide the services outlined herein. Nothing herein has made Provider the exclusive provider of such services to LJSD.

5. COMPENSATION

Provider understands and agrees that under no circumstances will LJSD be responsible for compensating Provider under this Agreement. All services will be billed to entities other than LJSD.

6. OWNERSHIP OF PATIENTS

LJSD students seen by Provider as a result of this Agreement are patients of Provider.

7. AUTHORITY OF BOARD OF DIRECTORS

Provider's Board of Directors shall have full authority over services provided at the Schools.

8. HOLD HARMLESS

To the extent permitted by the FTCA and/or other valid and collectable insurance, Provider shall indemnify, defend, and hold harmless LJSD, including its officers, directors, employees, and agents, from and against any and all claims, damages, judgments, and actions including, but not limited to, the costs, expenses and reasonable legal fees incurred in defending such claims, damages, judgments, and action, arising by reason of the negligent or willful acts or omissions of Provider or Provider employees or agents made pursuant to this Agreement.

To the extent permitted by Idaho Code, applicable law, and/or other valid and collectable insurance, LJSD shall indemnify, defend, and hold harmless Provider, including its officers, directors, employees, and agents, from and against any and all claims, damages, judgments, and actions including, but not limited to, the costs, expenses and reasonable legal fees incurred in defending such claims, damages, judgments, and action, arising by reason of the negligent or willful acts or omissions of LJSD or LJSD's employees or agents made pursuant to this Agreement.

9. DISPUTE RESOLUTION

LJSD and Provider agree to negotiate in good faith to resolve all disputes arising under this Agreement. If negotiation between these parties fails to resolve any such dispute to the satisfaction of both parties, then the Parties may choose to resolve the issue through mediation. LJSD and Provider agree that should either party seek to enforce or avoid any term or provision of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

10. EARLY TERMINATION

Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written prior notice to the other.

11. SUSPENSION/DEBARMENT

Provider certifies that neither it nor its principals are presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in federal assistance programs. For services provided under this Agreement, Provider shall also certify that it does not contract with any entity or person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in

federal assistance program or any transactions with a federal department or agency. Provider shall maintain evidence of compliance in personnel files.

12. APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of Idaho. Jurisdiction and venue in any action to interpret or enforce any provisions of this Agreement shall lie, at the option of the party bringing the action, in Kootenai County, Idaho.

13. EMPLOYEE REPRESENTATION

During the term of this Agreement, Professionals and Staff may have contact with public school children. Therefore, Provider understands that no Professional or Staff may render services to any LJSD student under this Agreement if he or she has pled guilty or been convicted of certain crimes. Provider represents that all Professionals and Staff have undergone a criminal background check in accordance with Idaho Code § 33-130 and have received sufficient clearance thereunder prior to rendering services to LJSD students. Provider must provide documentation of a background check on each person providing mental health services on-site in Schools.

14. NON-DISCRIMINATION

No LJSD student shall be excluded from participation in, denied the benefits of, or subjected to discrimination under, or connection with, any aspect of this Agreement because of age, sex, race, creed, color, religion, national origin, marital status, economic status, disability, sexual orientation, gender identity or expression, veteran status, health status (including without limitation current or past medical condition, claims history, disability status or genetic information), or any other status protected by federal, state, or local law.

15. NO THIRD-PARTY BENEFICIARY

None of the terms, conditions, or covenants set forth in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party to this Agreement.

16. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, and, if mailed, shall be addressed to the other party at the appropriate address set forth below:

IF TO PROVIDER: Dirne Health Centers, Inc d/b/a Heritage Health
Attn: Chief Executive Officer
1270 N. Northwood Center Ct.
Coeur d'Alene, ID 83814

With copy to: Caitlin O'Brien
Smith + Malek, PLLC
601 E. Front Ave., Suite 304
Coeur d'Alene, ID 83814
caitlin@smithmalek.com

IF TO LJSD: Lakeland Joint School District #272
 Attn: Lisa Arnold
 15506 N. Washington St.
 Rathdrum, ID 83858
 larnold@lakeland272.org

Either party may change its address by delivering notice of the change of address in the manner prescribed in this subparagraph.

17. WHOLE AGREEMENT

This written Agreement constitutes the mutual agreement of Provider and LJSD in whole. No alteration of the terms of this Agreement and oral understanding or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

This Agreement may be executed in exact counterparts and when so executed by the Parties hereto shall be effective in accordance with the terms hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date.

PROVIDER:

Dirne Health Centers, Inc. dba Heritage Health

DocuSigned by:

By:

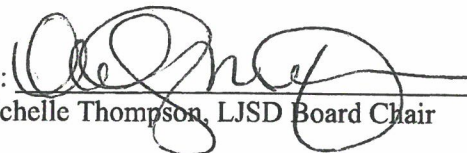


Mike Baker, CEO

LJSD:

Lakeland Joint School District #272

By:



Michelle Thompson, LJSD Board Chair

EXHIBIT "A"
LOCATION OF SERVICES

Provider will furnish services at the following locations:

| <u>School</u> | <u>Address</u> | <u>Room</u> |
|--|--|-------------------------|
| Lakeland High School SBHC | 7006 Highway 53, Rathdrum, ID 83858 | Room 10 |
| SBHC - Lakeland School District Office | 11506 Washington Ave, Rathdrum, ID 83858 | Literacy Room |
| Garwood Elementary SBHC | 17506 N Ramsey Rd, Rathdrum, ID 83858 | Principal's office |
| Lakeland Middle School SBHC | 15601 N Highway 41, Rathdrum, ID 83858 | Speech teacher's office |
| Twin Lakes Elementary SBHC | 5326 W Rice Rd, Rathdrum, ID 83858 | Conference Room |
| John Brown Elementary SBHC | 15574 N Washington St, Rathdrum, ID 83858 | Room 7 |
| Betty Kiefer Elementary SBHC | 13898 N Schooner St, Rathdrum, ID 83858 | Counselor's office |
| Timberlake High School - Conference Room | 5973 West Highway 54 RM Conf., Spirit Lake, ID 83869 | Conference room |
| Mountain View High School SBHC | 7802 W Main St, Rathdrum, ID 83858 | Room 7 |
| Timberlake High School SBHC | 5973 W Highway 54, Spirit Lake, ID 83869 | Conference room |
| Timberlake Junior High SBHC | 5830 W Blackwell Blvd, Spirit Lake, ID 83869 | Music Room office |