TO: **Trustees, East Helena Schools**

FROM: **Dan Rispens, Superintendent**

BOARD MEETING: **June 9, 2025**

RE: **Student Enrollment (June 2, 2025)**

School	Grade Level	To Date	Month Ago	Year Ago
Eastgate	Age-K	51	51	18
	K	116	116	116
EG Total		**[167]**	**[167]**	**[134]**
Prickly Pear	1	127	127	141
	2	150	150	145
Prickly Pear Total		**[277]**	**[277]**	**[286]**
Radley Elementary	3	147	147	139
	4	147	147	133
	5	134	134	153
Radley Total		**[428]**	**[428]**	**[425]**
East Valley	6	151	152	156
Middle School	7	151	151	174
	8	166	166	151
EVMS Total		**[468]**	**[469]**	**[481]**
East Helena High	9	141	142	170
	10	138	138	157
	11	130	131	145
	12	118	118	93
EHHS Total		**[527]**	**[529]**	**[565]**
EVMS 227	6	12	11	
	7	10	10	
	8	10	10	
EVMS 227 Total		**[32]**	**[31]**	
EHHS 227	9	8	8	
	10	22	22	
	11	15	15	
	12	15	15	
EHHS 227 Total		**[60]**	**[60]**	
TOTALS		**1959**	**1961**	**1891**

School Board Report
June 9th, 2025

Chairman Walter and Trustees,
Here are some monthly items to share with you.

School-wide Goals

Reading

- 90% of benchmark students, as indicated by fall composite, will remain benchmark in the winter and spring.
- 80% of strategic students will achieve average or above average growth based on pathways of progress from BOY to MOY and MOY to EOY.

Math

- 95% of benchmark students, as indicated by fall composite, will remain benchmark in the winter and spring.
- 85% of strategic students will achieve average or above average growth based on pathways of progress from BOY to MOY and MOY to EOY.

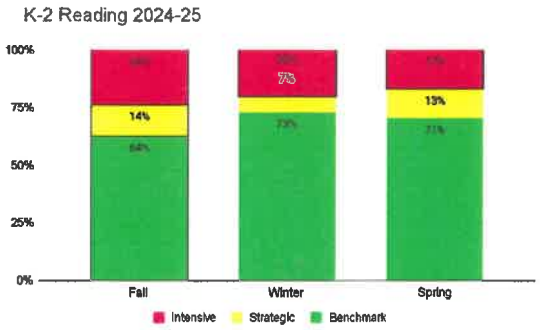
K-2 Middle of Year

Reading

*90% of students who were benchmark at BOY maintained at MOY
* 76% of strategic students at BOY made average or above growth to MOY

Math

*95% of students who were benchmark at BOY maintained at MOY
* 74% of strategic students at BOY made average or above growth to MOY



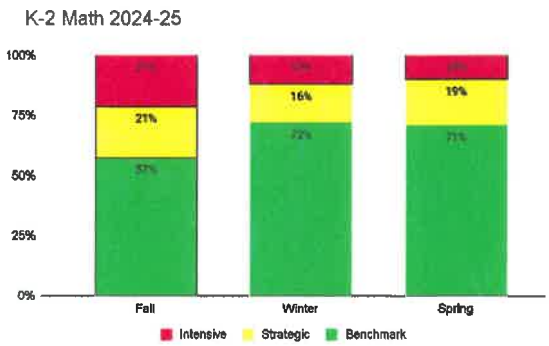
K-2 End of Year

Reading

*89% of students who were benchmark at BOY maintained at EOY
* 69% of strategic students at BOY made average or above growth to EOY

Math

*93% of students who were benchmark at BOY maintained at EOY
*75% of strategic students at BOY made average or above growth to EOY



Upcoming Events

- August 25th - PPE Open House - 4:30 - 6:00
- August 27th - First Day of School! - LittleLantes, 1st Grade, 2nd Grade - Kindergarten Meet and Greet
- August 28th - First Day of School - Kindergarten

Thank you!
Brandon Crusat, Eastgate and Prickly Pear Elementary Principal

Month	Gen. Insub./Defiance	Playground	Fighting/Physical Contact	Bus	Weapons	Vandalism	Threat	Bullying	Harassment	Profanity	Total
September		2									2
October	2	6	1								9
November	1	1	1								3
December	3	3	3								9
January	10	8	1								19
February	4		2								6
March	2		1	1							4
April			1							1	2
May		1	4							1	6
June	1	11									13
Total	22	31	14	1	0	0	0	0	0	3	73

Month	Warning	Time Out	Conference	Parent Call	Bus Sus.	Alt. Recess	OSS	ISS	CSCT	Total
September		1		2		1				4
October	1	3	7	7		6				24
November			3	3		2		1		9
December			9	9		9				27
January		5	19	19		12		2		57
February			8	6		6				18
March	1		4	4		3				12
April			2	2		2				6
May			6	6		6				18
June			11	11		11		2		35
Total	2	9	58	58	0	47	0	3	0	210

Eastgate Elementary

Month	Gen. Innap./Defiance	Playground	Fighting/Physical Contact	Bus	Weapons	Vandalism	Threat	Bullying	Harassment	Profanity	Total
September											0
October	6	3	4							1	14
November	10	2	6								18
December	1	2	12	1							16
January	11	6	6								23
February	11		14	1						1	27
March	13		8							1	22
April	5		2					1		2	10
May	9	6	12	1						1	29
June	8	2	10								20
Total	66	19	64	3	0	0	0	1	0	6	179

Month	Warning	Time Out	Conference	Parent Call	Bus Sus.	Alt. Recess	OSS	ISS	CSCT Referral	Total
September										0
October	3		14	14		8	1	2		42
November			18	18		14	2	2		54
December			16	16	1	10	2	3		48
January		2	23	23		18		3		69
February		5	27	27		20		2		81
March		3	22	22		15	1	3		66
April			10	10		9	1			30
May		3	29	29	1	28	2	4		96
June			20	20		13	3	4		60
Total	3	13	159	159	2	122	9	19	0	546

Prickly Pear Elementary

EAST HELENA PUBLIC SCHOOLS

School District No. 9 • PO Box 1280 • East Helena • Montana • 59635

Superintendent/Administration Office (406) 227-7700
Eastgate Elementary (406) 227-7770, grades pre & K
Prickly Pear Elementary (406) 227-7720, grades 1-2
Radley Elementary (406) 227-7710, grades 3-5
East Valley Middle School (406) 227-7740, grades 6-8
East Helena High School (406) 227-7730, grades 9-12

SUCCESS FOR ALL

June 9, 2025 Radley Elementary Board Report Gus Somerfeld

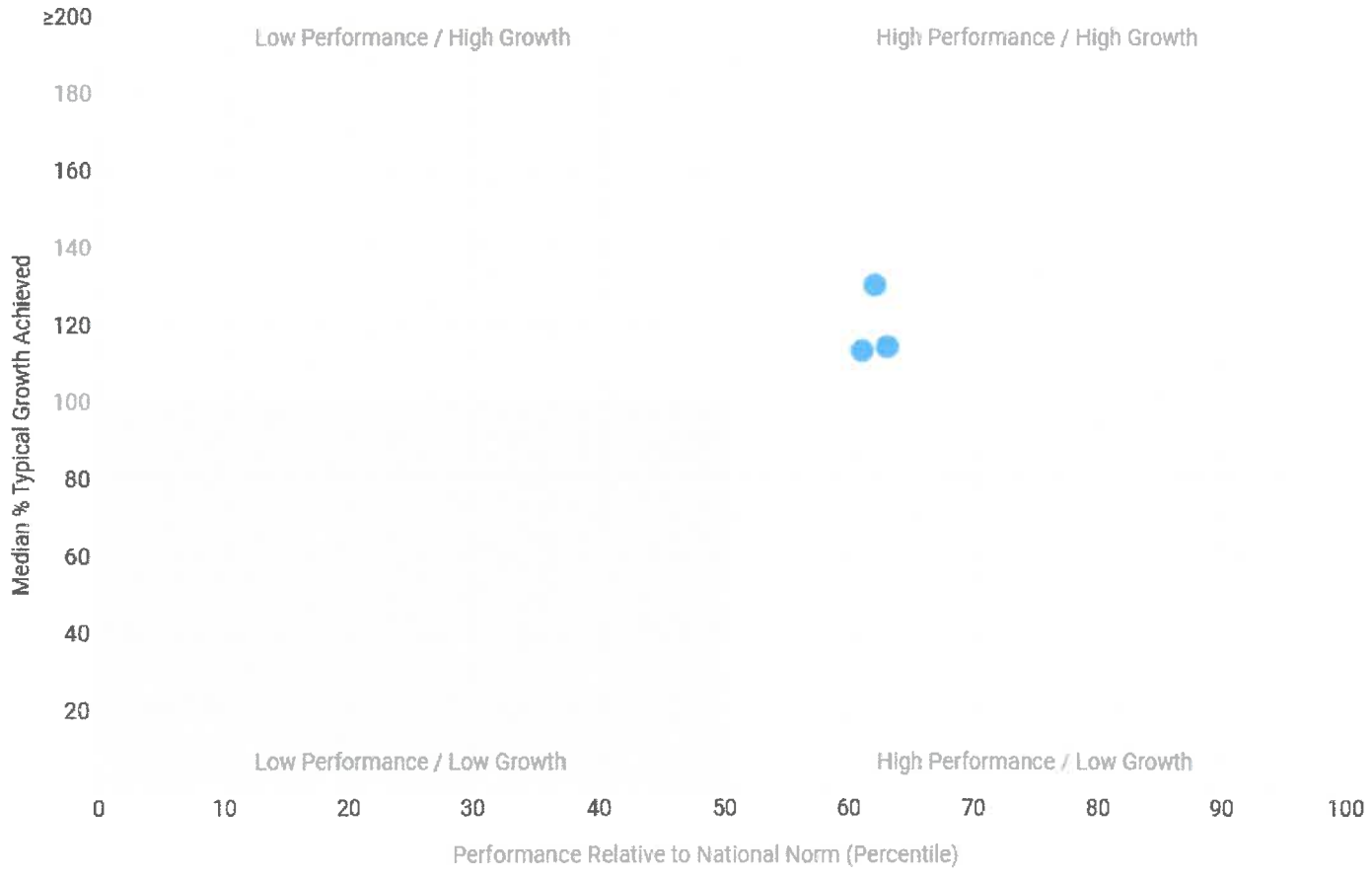
- End of the Year Events:
  - Field Trips:
    - 3rd Grade: Our third graders attended a field trip to the Lewis & Clark Interpretive Center. They were able to learn about some key aspects of the journey. This was a great experience that kick started their 4th Grade MT history.
    - 4th Grade: This group was able to take a boat tour to the Gates of the Mountains. We stayed dry this year! They also were able to participate in the Water Watchers program that highlights the understanding of various water systems and their importance. Finally they were able to participate in Ag Day where they visited a local ranch to better understand the importance of agriculture, particularly in the state of Montana.
  - Talent Show: We had sixteen performances at our ALL SCHOOL REVUE. All sorts of talents were on display from singing, to musical performances, to card/magic tricks, to comedic skits, and everything in between. It was an impressive performance and wonderful to see all of the different talents.
  - RADBRATION: This was the third year we've put on RADBRATION. Teachers, paraprofessionals, high school and high school helpers, and our SRO's designed stations to host students who were interested in their particular activity. Students were engaged and having fun. I believe our staff had just as much fun as our students. It was a really nice end of the year celebration to repay our students for all their hard work. I would also like to recognize our EH PTO for supporting the activities with a $500 donation.

- Radley Awards Ceremony: the awards included Loyalty Day Winner, MT Wildflower Contest Winners, Attendance Award, Presidential Award for Academic Excellence, Radley Citizenship Award, and our Million Words Read Award. It was exciting to highlight our amazing students that put in so much hard work.
  - Attendance Award: 13 students.
  - Presidential Award for Academic Excellence: 14 students
  - Radley Citizenship Award: 12 students.
  - Radley Perseverance Award: 12 students.
  - Million Words Read Award: 18 students.

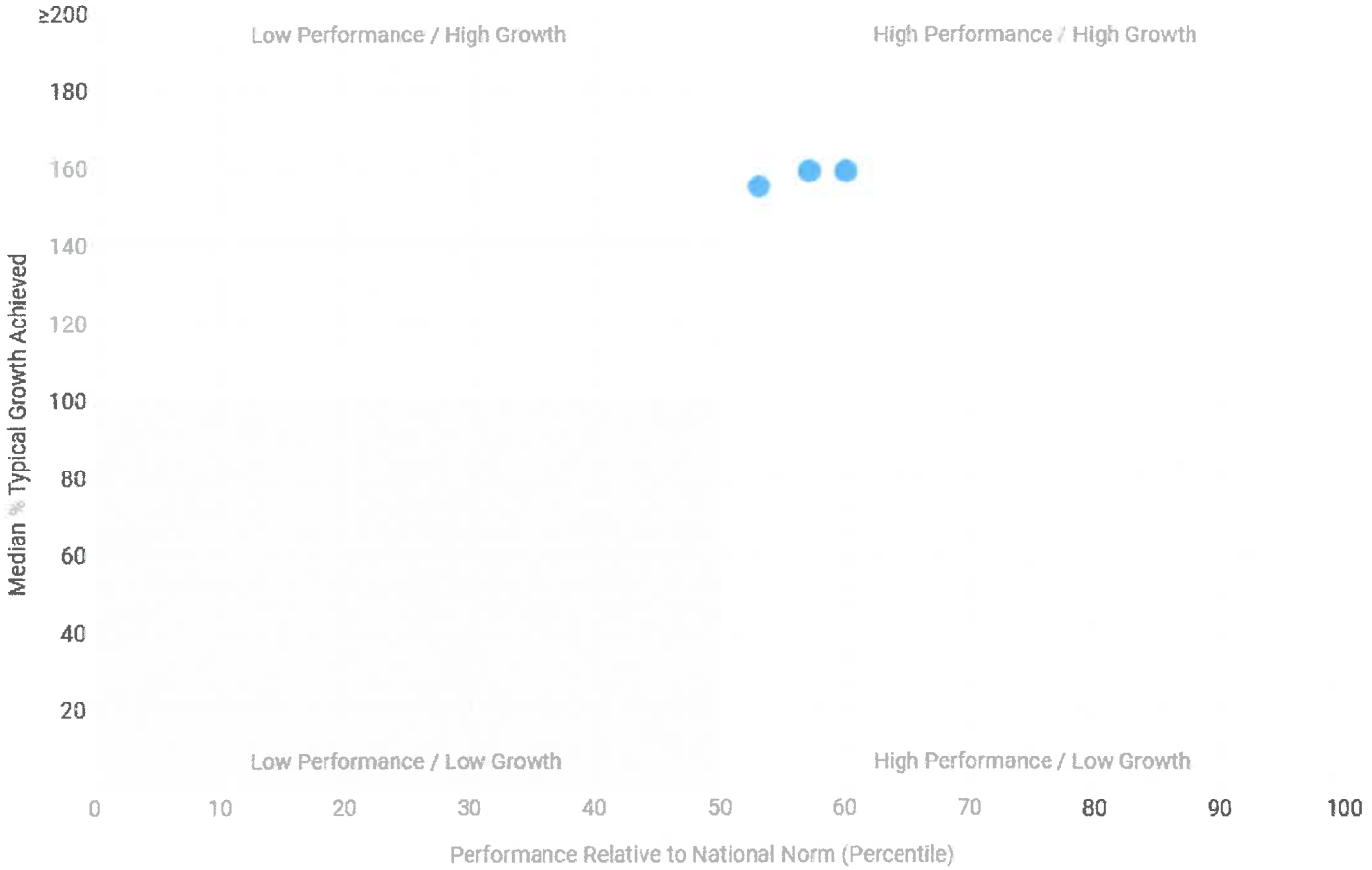
❖ ACADEMIC ASSESSMENT PROGRESS:

Math	**Fall**			**Net Growth**
	Tier I	**Tier II**	**Tier III**	**+39% proficiency** **-18% Tier III**
	26%	**48%**	**26%**	
	Spring			
	Tier I	**Tier II**	**Tier III**	
	65%	**27%**	**8%**	
ELA	**Fall**			**Net Growth**
	Tier I	**Tier II**	**Tier III**	**+20% proficiency** **-17% Tier III**
	43%	**29%**	**27%**	
	Spring			
	Tier I	**Tier II**	**Tier III**	
	63%	**26%**	**10%**	

MATH DIAGNOSTIC GROWTH REPORT:



READING DIAGNOSTIC GROWTH REPORT:



- Discipline Report

  - *15 students have 5+ discipline referrals. For intensive purposes, I would consider these to be our Tier III students.*
  - *These 15 students account for 136 of the 320 discipline referrals (42.5%).*

May/June Resolution Data				
Total Resolutions	**Total Students**	**3rd Grade**	**4th Grade**	**5th Grade**
56	34	29	14	13
Before Class	**After Class**	**During Passing**	**Cafeteria/Recess**	**During Class**
1	2	1	16	25
Classroom	**Cafeteria**	**Hallway/Stairs/Gym**	**Restroom**	**Playground**
22	0	2	2	14

Year to Date Resolutions

Total Resolutions	Total Students	3rd Grade	4th Grade	5th Grade
320	125	180	74	82
Before Class	**After Class**	**During Passing**	**Cafeteria/Recess**	**During Class**
16	15	21	126	130
Classroom	**Cafeteria**	**Hallway/Stairs/Gym**	**Restroom**	**Playground**
120	11	21	14	121

2024-2025---Radley Discipline Report

TYPE of REFERRAL

	Gen. Inapp. Beh	Open Defiance	Fighting/Intent to Harm	Bullying	Bus Discipline	Chronic Minor Behavior	Weapons/ Substances	Vandalism	Threat/Intimi	Theft	Harrassment	Profanity	monthly totals
September	8	8	8					1		1	3	3	32
October	15	12	11		1	1	5	2	1	1	2	4	55
November	11	14	12	3		4	1	2	1		1	1	50
December	13	9	5			4		6					37
January	11	5	6	7		1			1		5		36
February	8	9	5	1	2	3				1	4		33
March	3	5	7			2					5	1	23
April	13	21	9					1	1	1	4	4	54
May/June	7	12	10	5		3		1	5	2	2	3	50
total	89	95	73	16	3	18	6	13	9	6	26	16	370

CONSEQUENCES

	Warning	Time out	Work Detail	Conference	Parent Meeting	Bus Susp	Recess Det.	Lunch Detent.	Detention	**ISS	***OSS	Alternative	monthly totals
September	3	2					14	3		6	2	2	32
October	2	7				1	20	5		11	7	2	55
November		9		1	1		14	4		16	2	3	50
December	1	5	7				17	2		4	1		37
January	2	4					15			13	1	1	36
February	1	1			1	2	4	1		18	2	3	33
March		1		1	1		8			9		3	23
April		10			1		10	2		18	7	6	54
May/June		8		4	1		7	4		16	10		50
total	9	47	7	6	5	3	109	21	0	111	32	20	370

* Every office discipline referral results in a parent phone call, at a minimum.

** In-School Suspension

*** Out of School Suspension

EVMS May Board Report

It's a wrap!
The 2024-2025 school year came to a close in busy fashion. Whether it be band concerts, choir concerts, evaluation meetings, various activities, or something else, there was always something to keep everyone busy. Our teachers have done a fantastic job to stay consistent until the end.

We sadly say goodbye to some key members of our EVMS staff who are moving on to other opportunities. These members include Jason Cobb (Social Studies), Jaicee Senecal (Science), Cody Criner (SRO), Dennis Briggs (Custodian), Cassandra Lynn (Para), Paige Clayton (Para), and Christina Broadhurst (Para).

Summer School
Summer school starts on June 12th. There are roughly 25 EVMS students who will be in attendance.

8th Grade Celebration
Parents of 8th graders have been working hard with 8th grade teachers to plan a fun celebration to recognize our 8th grade students moving to high school. This year, it was decided to take the students to Sleeping Giant Lanes and Flying Giant Trampoline Park on June 5th. June 5th was the last day for 8th grade students.

Behavior
The final full month of the year saw a decrease in the number of student referrals. Some things noticed from the below monthly statistics are as follows: Marijuana use has stayed up, unfortunately. The harassment/bullying has picked up with various name calling, head locks, etc. The one weapon referral was for a student who brought a pocket knife to school to have as protection for after school plans. It was surprising to see the number of lunch detentions down so much from teacher consequences. One of the factors that led to such a high number in suspensions was the time frame of behaviors being in the retro suspension window.

havior Breakdown:

	Gen. Inapp. Beh	Open Defiance	Fighting	Bullying	Bus Discipline	Chronic Refocus	Weapons	Vandalism
ugust	0	0	0	0	0	0	0	0
eptember	10	7	0	0	1	0	0	0
ctober	23	13	3	2	0	3	0	0
ovember	11	6	1		1	1		2
ecember	11	4		2	1			1
nuary	22	10	3		1			
ebruary	21	11	2	1	1	1		1
arch	11	3	1			2		
ril	19	5	4	1	2	8		
ay	15	4	2	4	3	2	1	3
ne								

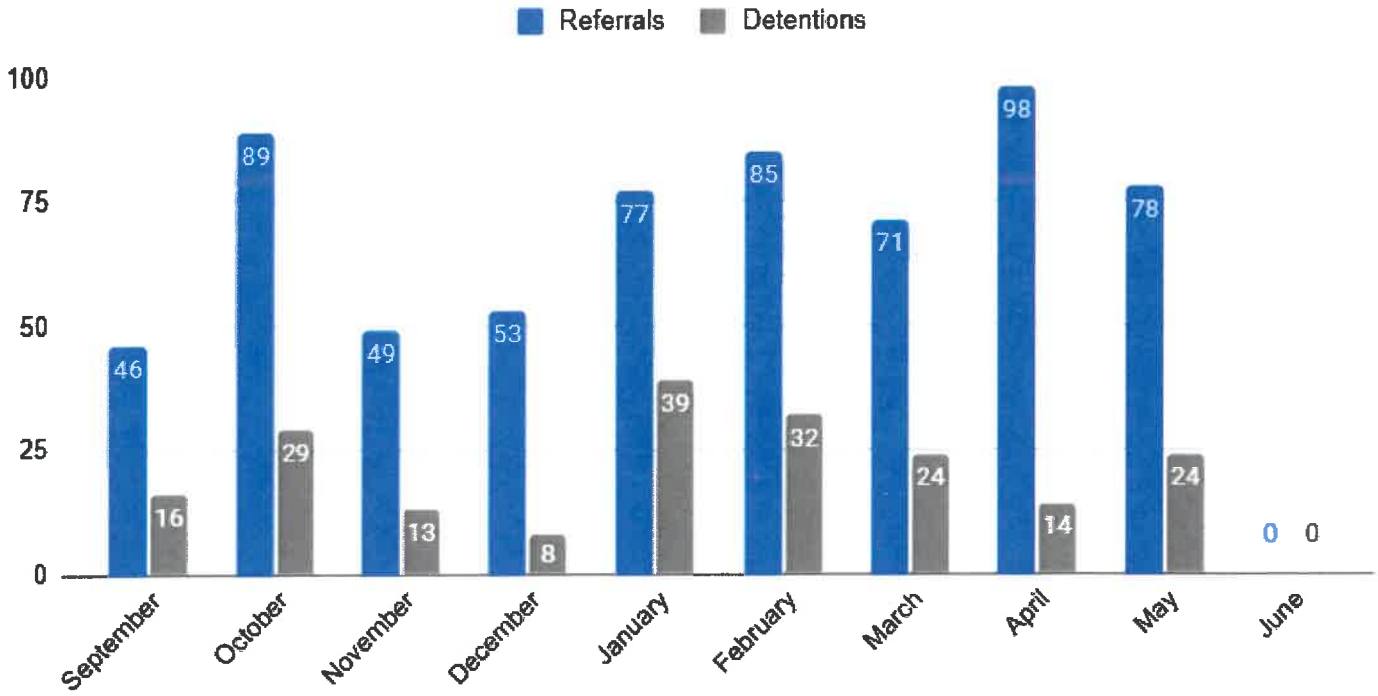
	Threat/Intimi	Theft	Harassment	Assult	Disruption	Drugs/Tobacco//	Cell Phone
ugust	1	0	0	0	0	0	2
eptember	0	0	1	1	12	0	14
ctober	1	1	3	1	22	1	16
ovember	1	2	6	2	9	1	6
ecember	1	1	5	1	9	2	15
anuary	2		7	1	27	1	4
ebruary	0	1	4	0	27	4	11
arch	1	1	5	1	42	1	6
pril	1	1	3	1	29	5	20
ay	1	1	5		21	4	12

nsequence Breakdown:

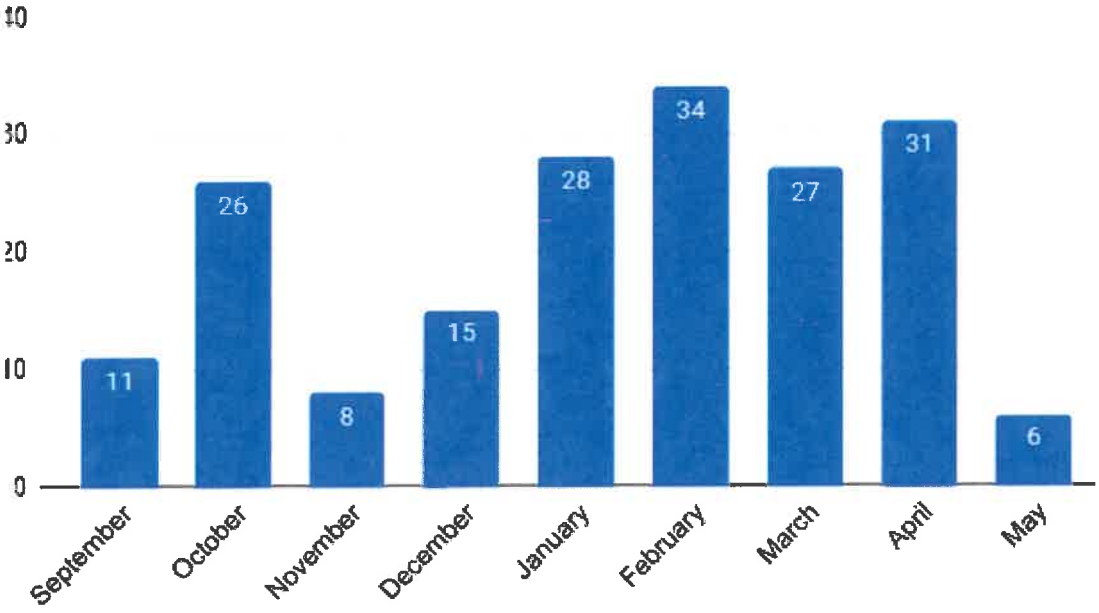
	Warning	Intervention	Other	Parent Meeting	Lunch Det.
ugust			2		
eptember	3		16	1	11
ctober	5	5	15	2	26
ovember	3	7	8		8
ecember	6	3	10	1	15
anuary	6	2	5		28
ebruary	9	7	6		34
arch	11	2	7		27
pril	7	5	24		31
ay	8	2	23	1	6

	Detention	**ISS	Parent Call	***OSS
ugust				
eptember	16		5	5
ctober	29	1	8	15
lovember	13	1	1	11
ecember	8	1	4	15
anuary	39	0	4	13
ebruary	32	0	5	15
larch	24	1	3	6
pril	14		8	22
lay	24		7	27

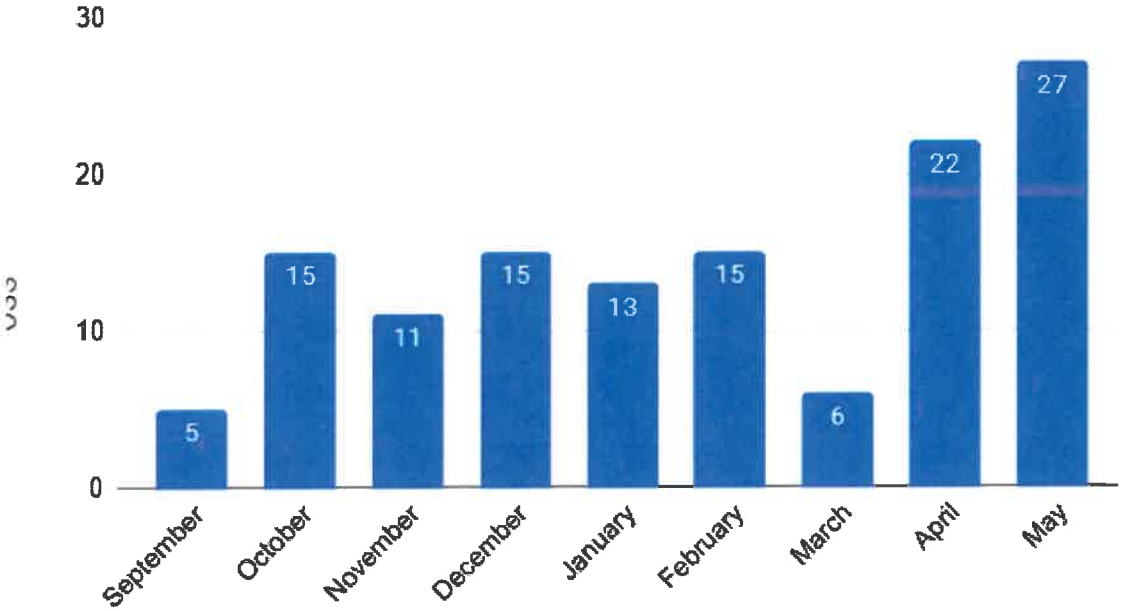
2024-25 Referrals



024-25 Lunch Detention



2024-25 OSS

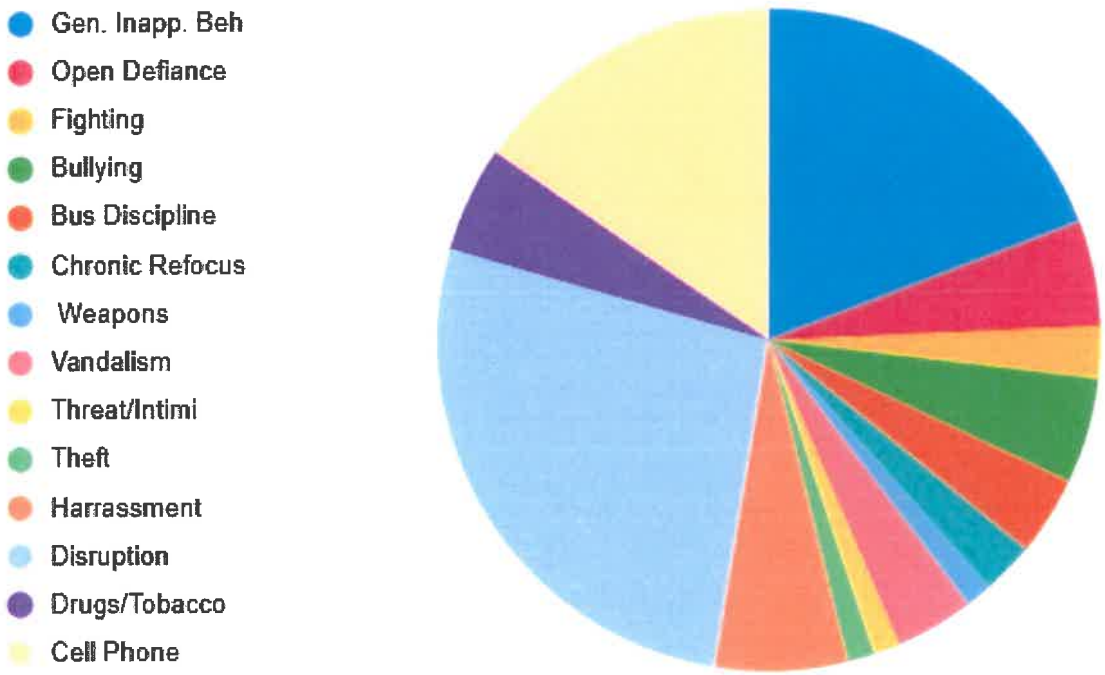


onthly Comparisons:

024-25 Referra Referrals		Detentions
eptember	46	16
ctober	89	29
ovember	49	13
ecember	53	8
anuary	77	39
ebruary	85	32
larch	71	24
pril	98	14
lay	78	24

Grade	Aug.	Sept.	Oct	Nov.	Dec	Jan	Feb.	March	Apil	May
Grade			7	27	16	14	32	21	13	21
Grade			26	46	17	31	57	61	61	58
Grade		2	17	30	25	26	11	29	10	31

cation	Nov.	Dec.	Jan.	Feb.	Mar.	April	May	June
ssroom		37	44	61	68	61	83	66
llway		5	3	4	3	4	4	5
yground		1	3	8	8	8	6	1
feteria		3		1				1
throom		0	1	2	2		4	4
ner Outside		2		2	1			1
s		1	1		1		1	3



May/June Board Report- 2025
East Helena High School

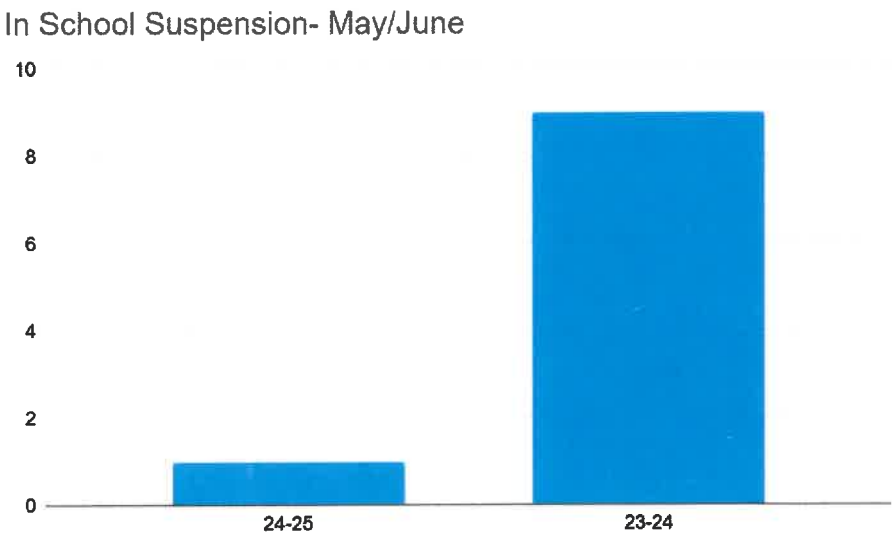
PBIS Program:

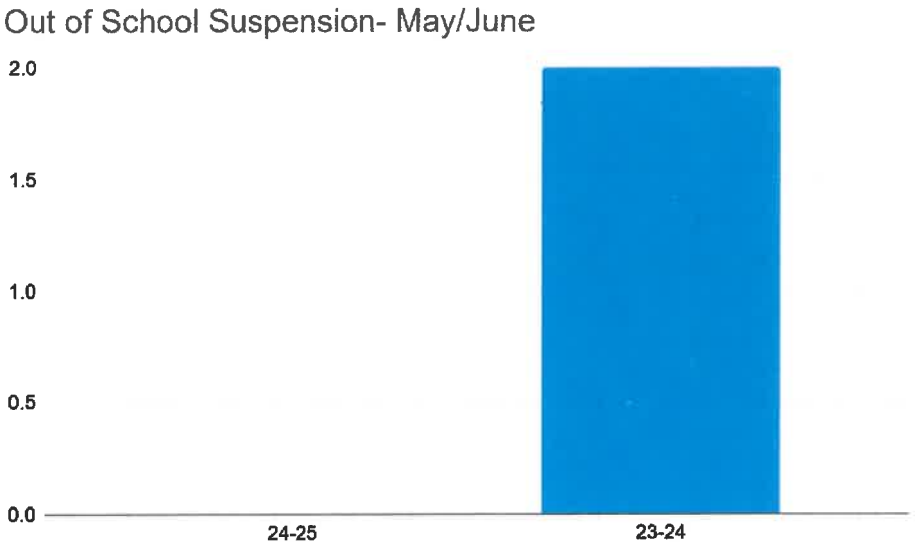
The EHHS discipline report for the last portion of the school year is listed below. For May/June we saw 47 referrals with 36 detentions. The percentage of students involved in referrals is listed below. If a student received a referral, they were reported in the Tier 2 numbers. If a student was assigned ISS or OSS, they were reported in Tier 3. The vast majority of our students received zero office referrals for the month. It is incredible to see so many of our students continuing to do what is expected of them while at school.

PBIS Tiers	Students	Percentage
Tier 1	604	94.4%
Tier 2	35	5.5 %
Tier 3	1	0.2%

Discipline Report:

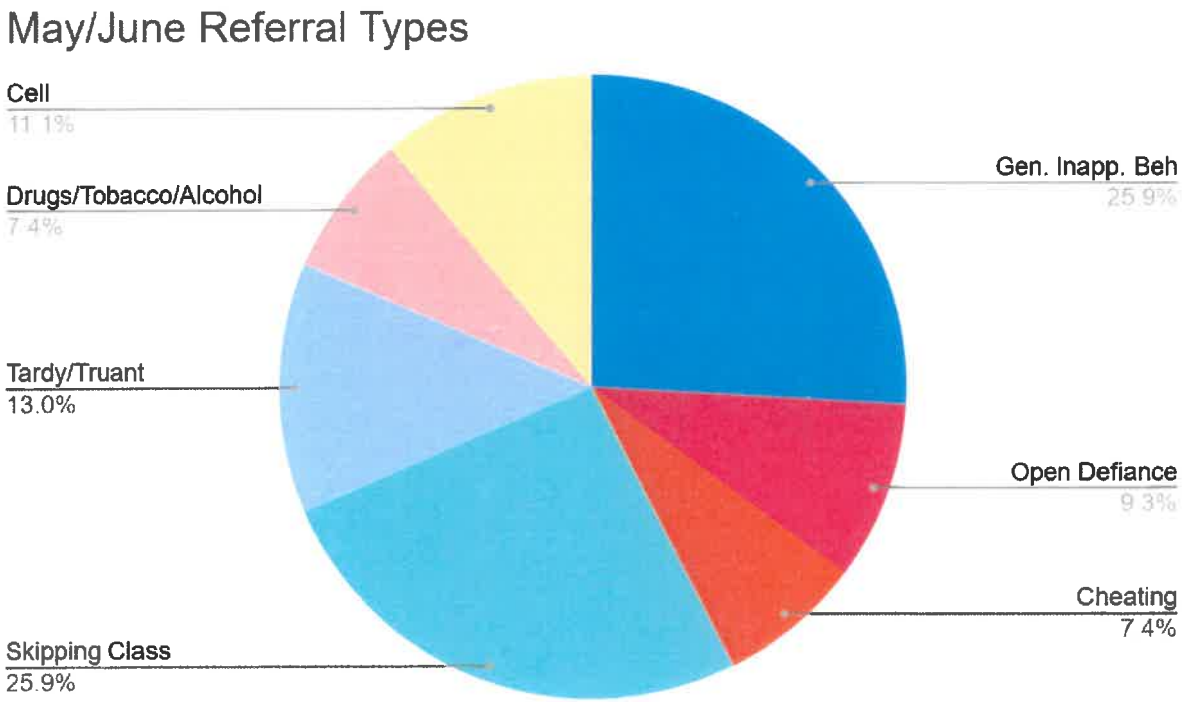
In May/June, EHHS saw a total of 47 office referrals and 36 detentions. Out of the total office referrals there was 1 In-School Suspensions (ISS) and 0 Out-Of School Suspensions (OSS), compared to 9 ISS and 2 OSS the previous year.



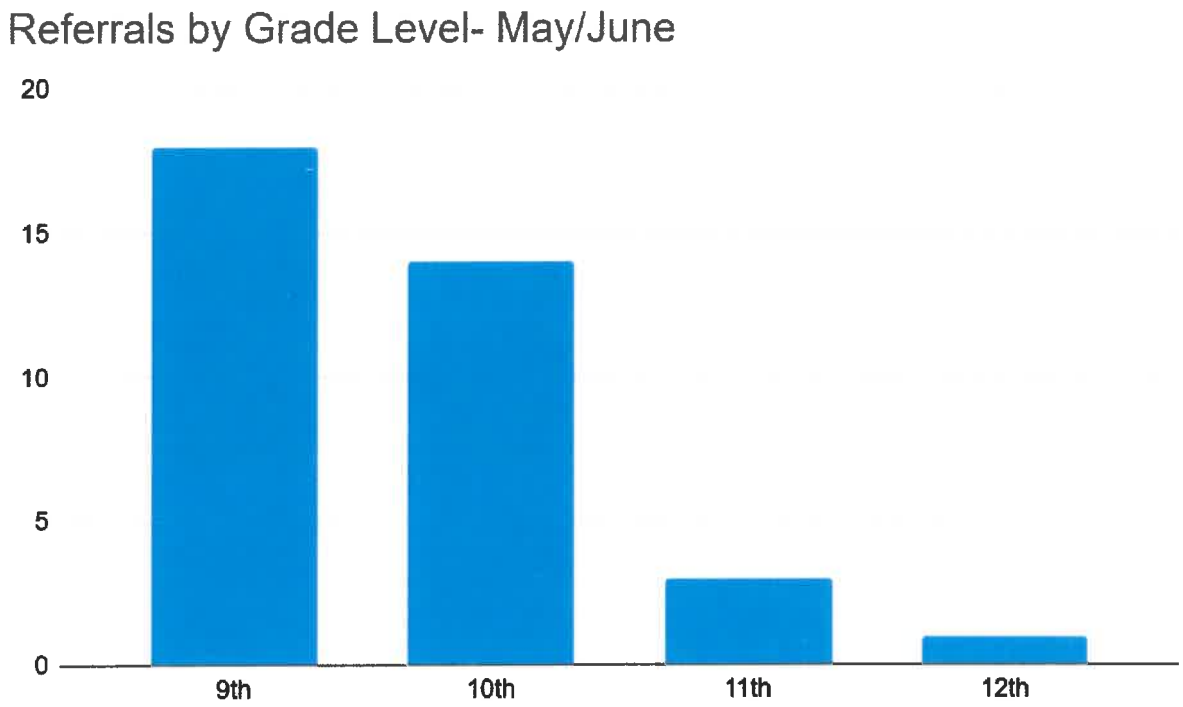


Office Referrals by Category:

The types of office referrals in May/June are outlined in the graph below. The vast majority of our referrals this month were general inappropriate behavior and skipping classes. These two areas will be a main focus of not only repeated expectations but also making sure to address these behaviors early and often so that the spring will see less behaviors.



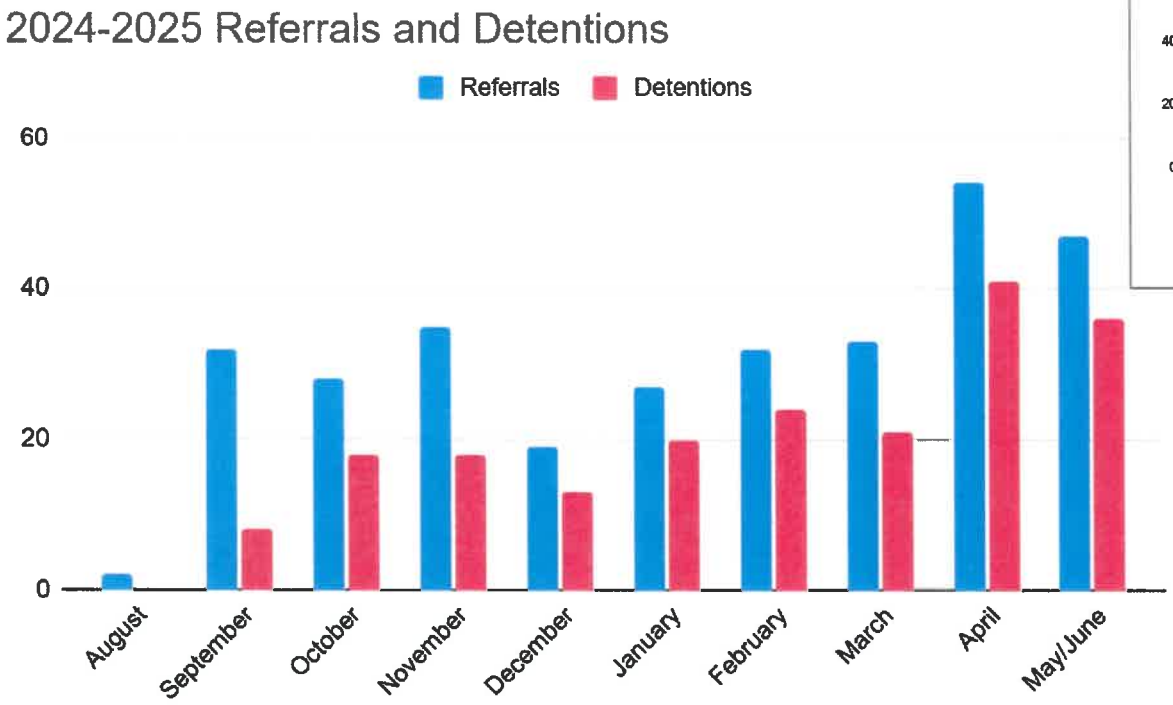
Office Referrals by Grade Level:
Office referrals in May/June came predominantly from the freshman and sophomore classes. Referrals from the upper classes have stayed consistently low throughout the year.

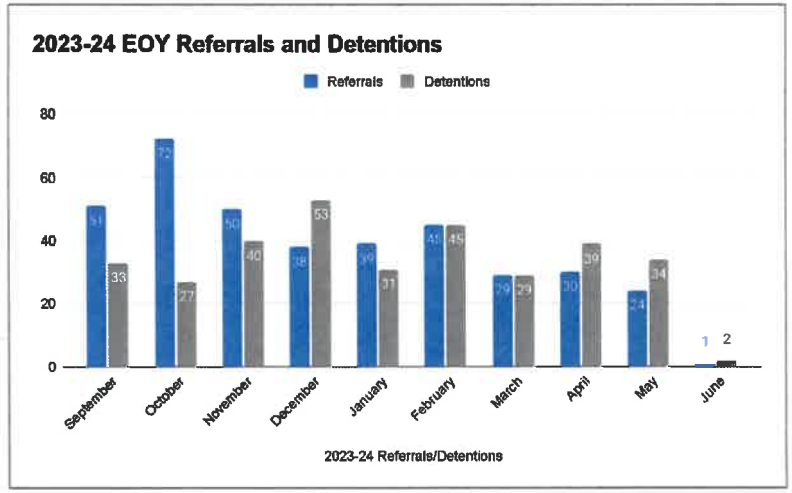


Sincerely,
Trish Klock
EHHS Vice Principal

Attached: End of Year Discipline Report

Office Referrals & Detentions 2024-2025





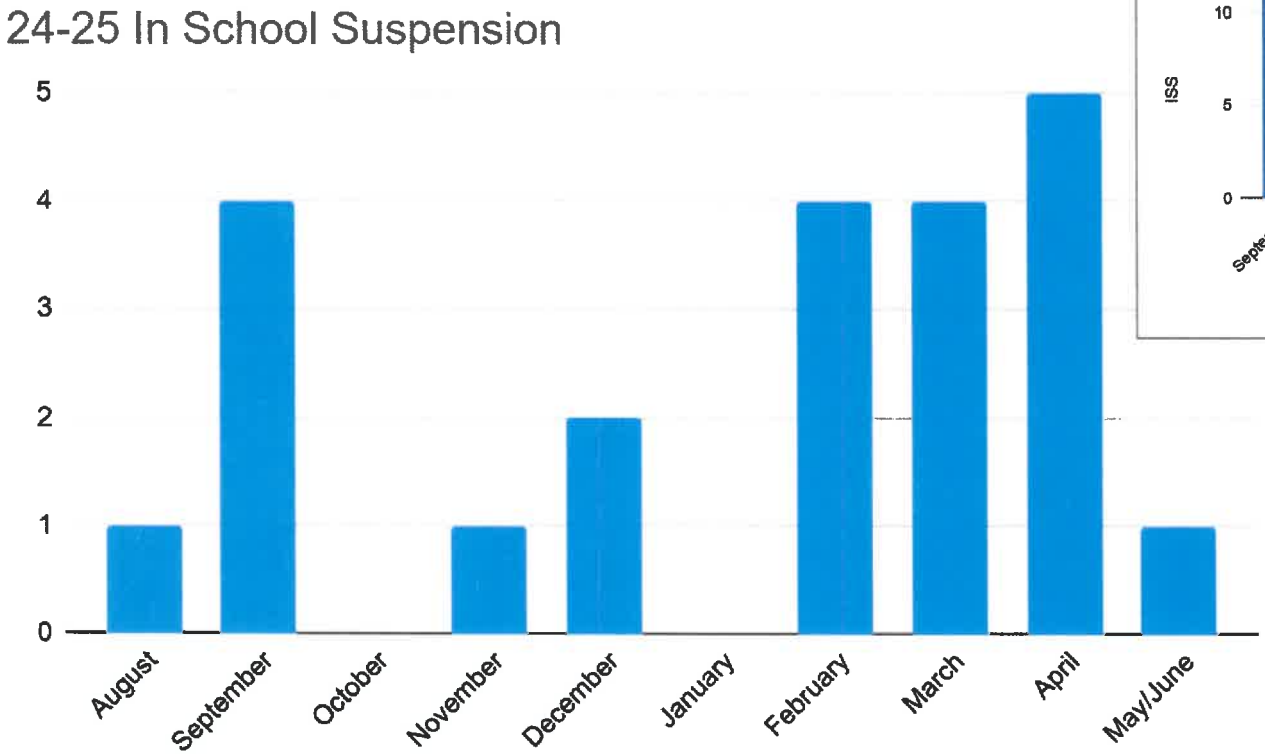
Referrals

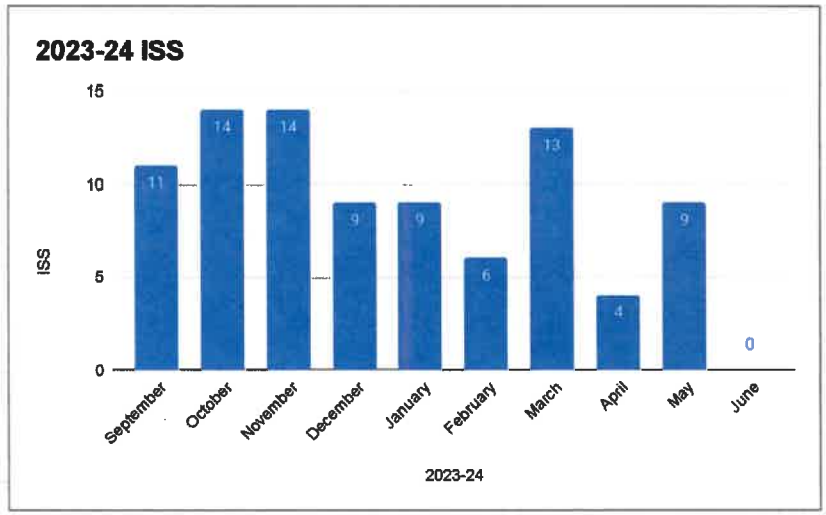
2023-24= Total: 375

2024-25= Total: 309

-17.6%

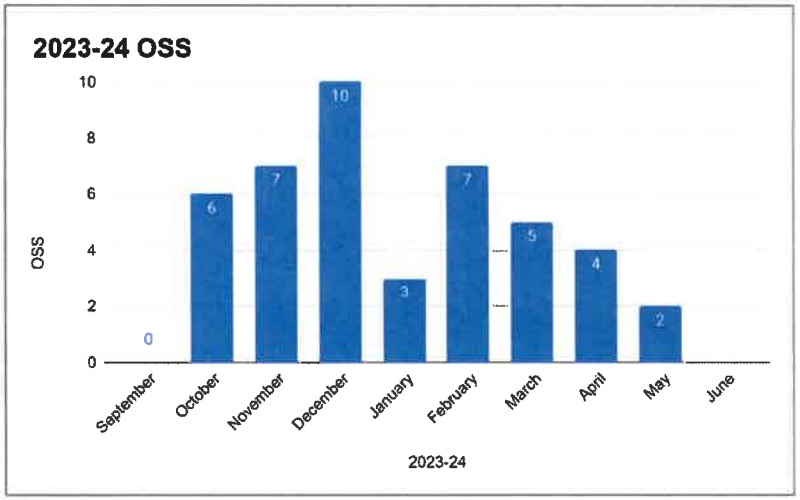
2024-25 In-School Suspensions

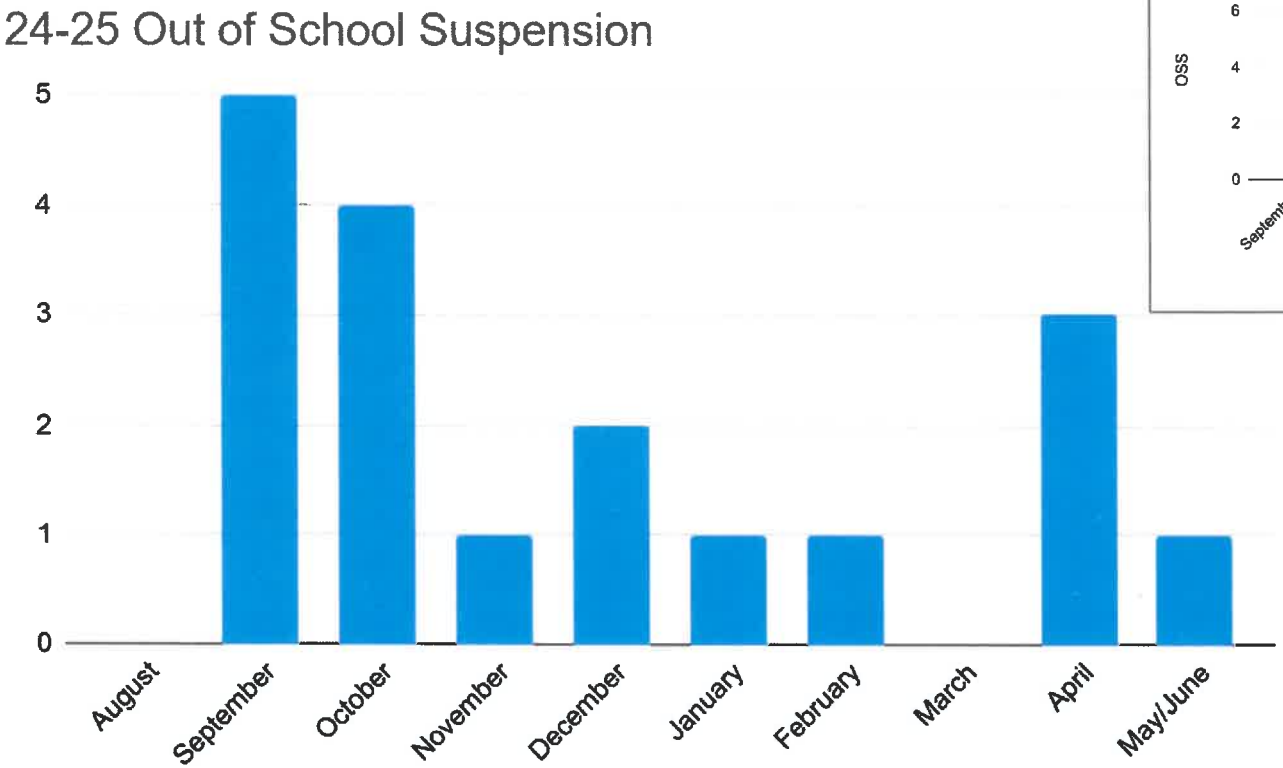




2023-24= Total: 89
2024-25= Total: 22
-75.3%

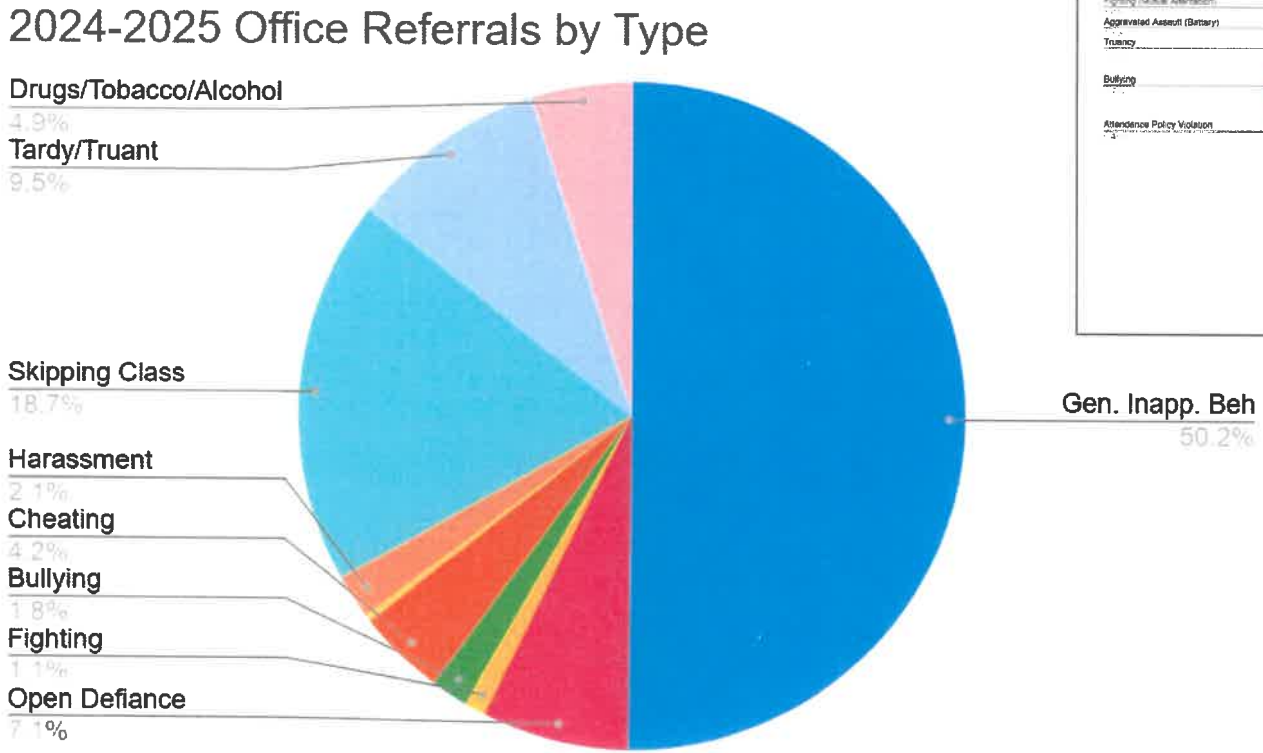
2024-25 Out-of-School Suspensions

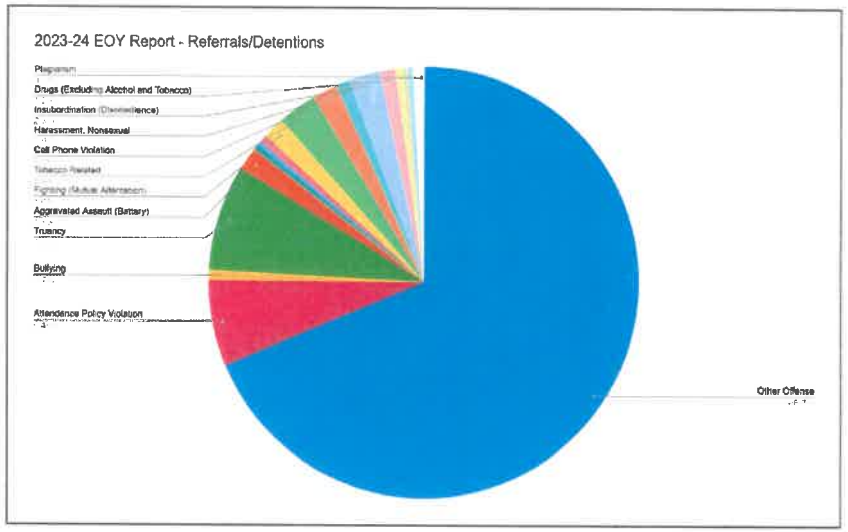




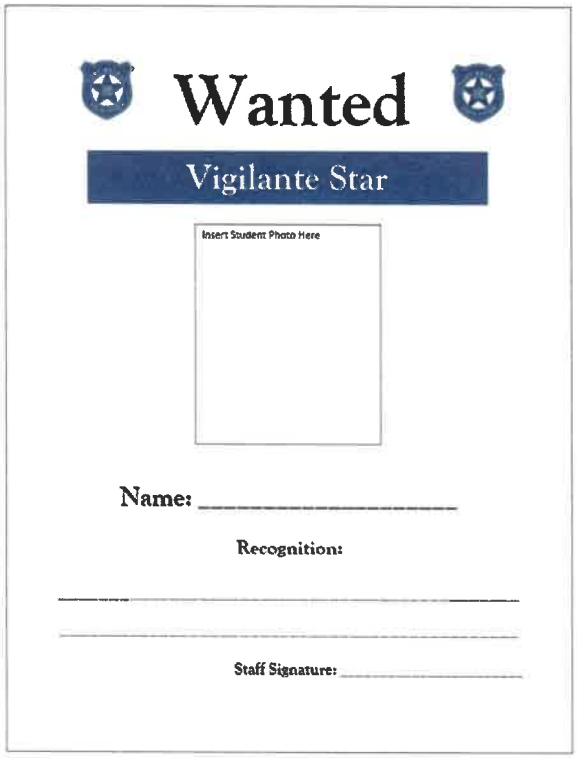
2023-24 Total= 44
2024-25 Total= 16
-63.6%

2024-25 Office Referrals





Vigilante Star Numbers





Small Vigilante Stars= 487

Large Vigilante Stars= 39

Total= 526

EHPS Technology Report

June 9th, 2025

To the EHPS Chairman and Board of Trustees,

As this school year comes to an end we are continuing to wrap up any remaining issues to prepare for next school year. Our ongoing projects include:

- Completing the end of year inventory on Chromebooks, PC's, SMARTBoards and iPads.
- Wrapping up the current school year in Infinite Campus, rolling enrollments over, scheduling, and ensuring summer schools are set up correctly.
- Closing out tickets.
- Completing upgrades from Windows 10 to 11.
- Recycling older hardware through vendors to receive credit for future parts purchases.

Upcoming:

- Infinite Campus URL Change. Between July 21-25 Infinite Campus will change the URL of our Infinite Campus instance. This transition should be relatively smooth and all links on the website will be updated to reflect the changes.
- Infinite Campus payment vendor change. This summer, Infinite Campus will change payment vendors from Payrix to Stripe. We will be working with them through this migration to ensure a seamless transition.

Thank you for your time,

Eric Power
Technology Coordinator

East Helena High School

School District No. 9 * P.O. Box 1280 * East Helena, MT. 59635

District Office (406) 227-7700 * EHH School Office (406) 227-7730

"Success For All"

To: East Helena School Board

From: Shaun Murgel

Subject: 6/09/2025

Activities: We have finished up all of our spring sports and what a spring it was. All of our programs had amazing seasons overall. Baseball was in a fight for finishing as high as 2nd in the conference and just missed out on having a play-in game to go to the state tournament. Tennis had a singles champion, Taylor Hadley at the divisional tournament. They also had a girls doubles team finish as divisional champions. Our Girls Doubles Team, Janelle Taylor and Abby Hauer went to the State Tournament and finished in 5th place. Congratulations to all 7 athletes that qualified for state tennis. Track and Field qualified 20 plus athletes at the divisional tournament before heading to the state tournament. Slade Olson finished 3rd in the Javelin at State and Rori Schoenfeld finished 5th in the Shot Put. Our girls softball team pulled off 2 play-in games to qualify for the state tournament for the first time in school history. We have one of our ESports teams headed to St. Louis in June to compete for a national title for our school as well.

Overall for the year we had some amazing achievements from all of our programs. As Mr. Condon highlighted we have so many of our kids being active in so many different areas that are not just MHSA sponsored activities but in others as well. Our kids do a great job of competing in all areas and participating in so many different things. The last thing that I will leave you with on Activities is that our Fall Parent Meeting will be on August 4th at 6:00 PM in the high school main gym.

https://ehhs.ehpsmt.gov/ehhs-athletics-activities/athletics-updates/sports

District Website link:

https://www.ehpsmt.gov/

AD Newsletter link:

https://ehhs.ehpsmt.gov/ehhs-athletics-activities/athletics-updates

Facility Use: Even though it is summer time we do have multiple things taking place in our schools. We host a lot of team camps, and other groups. We also run summer school out of both Prickly Pear and the High School. We are

not quite as busy as the school year but still busy. We will also have our gyms refinished the first week of August so that they are ready to go come Fall Activities.

Facility Use Schedule Link and my email:

https://www.ehpsmt.gov/district-facilities/district-facility-use/facility-reservation-instructions

smurgel@ehps.k12.mt.us.

Transportation:

We will have finished up the year and we have had some great success in finding bus drivers. We are fully staffed with a few sub drivers. Our bus drivers will be attending their annual training in Great Falls this month. We also have 2 that do bus routes for summer school.

Nick Turner nturner@ehps.k12.mt.us Transportation Supervisor Contact

Thanks

Shaun Murgel

Katie VanderZanden
2950 Vermillion Way
East Helena, MT 59635
406-475-0459

May 21, 2025

Paul Condon
East Helena High School
2760 Valley Drive
East Helena, MT 59635

Dear Mr. Condon,

I'm writing to formally resign from my position as an English teacher at East Helena High School, effective at the end of the current school year.

I will never forget the day Mr. Rispens called to offer me my first teaching job—I was a nervous and excited college graduate, and that phone call marked the beginning of a truly meaningful chapter in my life. Over the past six years, I've had the privilege of working with incredible students and alongside a team of dedicated, caring educators.

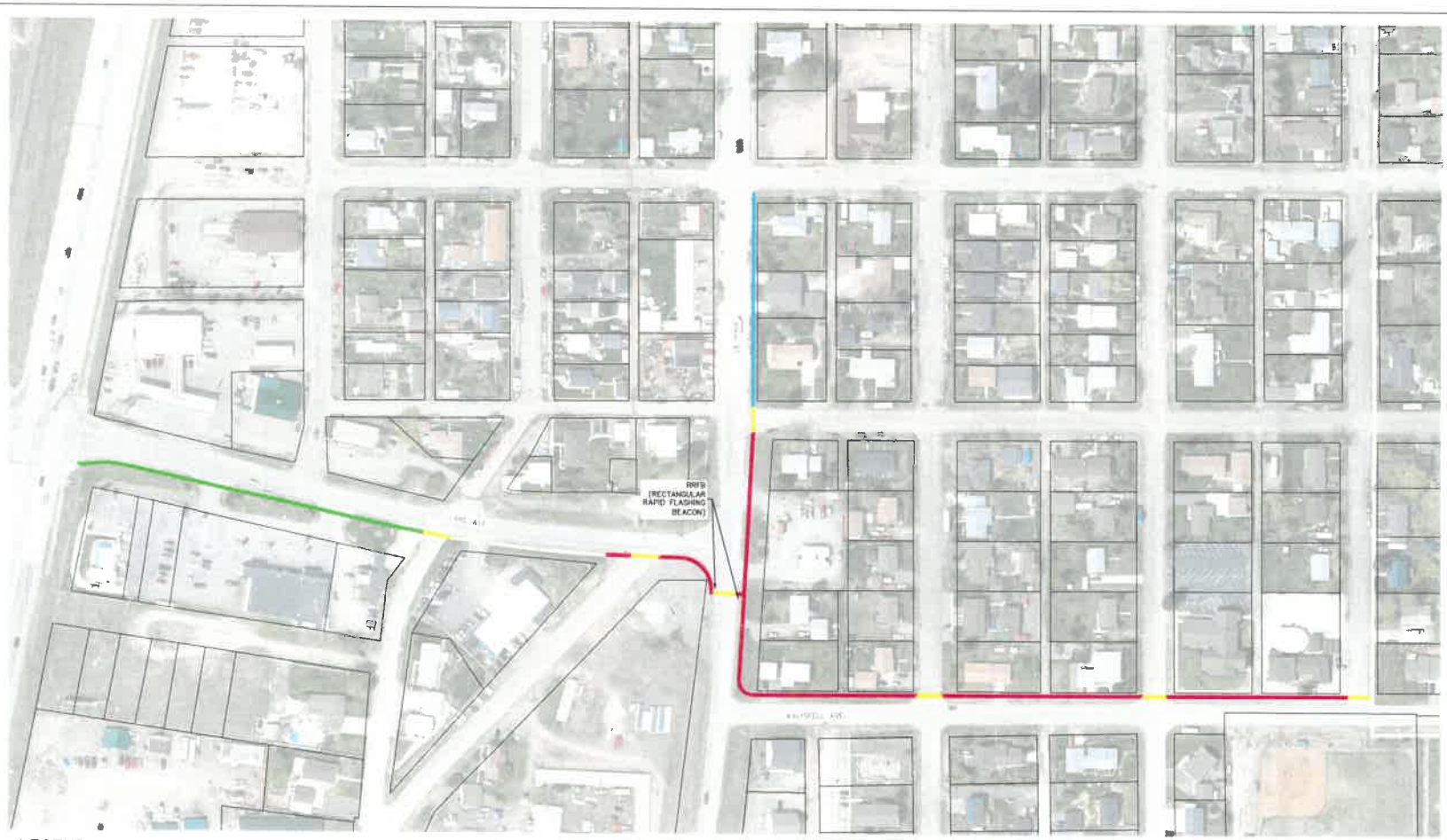
As my maternity leave comes to a close and the school year wraps up, I've made the decision to step away from the classroom to focus on my growing family. My husband and I have also decided to relocate to Idaho to be closer to our extended family. While it's difficult to say goodbye, I know this is the right step for our family at this time.

Thank you for the opportunity to grow as an educator and to be part of such a supportive and inspiring school community. I'm especially grateful for the friendships and encouragement I've found among the staff at both EVMS and EHHS — working with such committed professionals has been a true joy. This district has a way of wrapping around each other during the hardest times, and I've witnessed firsthand the strength, compassion, and resilience that make this place so special. I will carry these memories with me always.

With gratitude,



Katie VanderZanden



LEGEND

MAIN PROJECT

OPTION A

OPTION 1B & 2B

CROSSWALKS

0 80' 160'
SCALE IN FEET

STAHLY ENGINEERING & ASSOCIATES
PROFESSIONAL ENGINEERS & SURVEYORS
www.secenig.com

BILLINGS
Phone:(406)651-4855

BOZEMAN
Phone:(406)522-8626

CODY
Phone:(307)509-5541

GREAT FALLS
Phone:(406)564-4644

HELENA
Phone:(406)442-8594

No.	DATE	DESCRIPTION	EOR	OCR
####	####	####		

ISSUE/REVISION

EAST HELENA CROSSWALK AND SIDEWALK TA GRANT
EAST HELENA SCHOOL DISTRICT

PROJECT EXHIBIT

SHEET
C1.0

L:\1703--East_Helena_School_District\--0125_CH_Crosswalk_&_Sidewalk_TA_Grant\Civil\Plan_Sets\1703--0125 - Exhibits.dwg, PROJECT EXHIBIT, Plotted: Mar 27, 2023 - 2:44pm, lwalker

East Helena Schools Sidewalk Extension and Crosswalks TA Application

Engineer's Opinion of Probable Cost
Stahly Engineering and Asscociates
March 26, 2025

MAIN PROJECT

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION, BONDING, AND INSURANCE	1	LS	$ 50,000.00	$ 50,000.00
2	TRAFFIC CONTROL	1	LS	$ 10,000.00	$ 10,000.00
3	EROSION CONTROL	1	LS	$ 10,000.00	$ 10,000.00
4	CONTRACTOR QUALITY CONTROL	1	LS	$ 15,000.00	$ 15,000.00
5	EXCAVATION	196	CUYD	$ 30.00	$ 5,880.00
6	3/4" CRUSHED BASE COURSE (CONCRETE SIDEWALK)	87	CUYD	$ 40.00	$ 3,480.00
7	PIPE EXTENSION 18"	25	FT	$ 30.00	$ 750.00
8	4" SIDEWALK CONCRETE	792	SQYD	$ 105.00	$ 83,183.33
9	6" SIDEWALK CONCRETE	128	SQYD	$ 135.00	$ 17,250.00
10	TRUNCATED DOME	120	SQFT	$ 80.00	$ 9,600.00
11	REMOVE PAVEMENT MARKINGS	264	LNFT	$ 3.75	$ 990.00
12	WHITE EPOXY	24	GAL	$ 400.00	$ 9,600.00
13	SIGNS	3	EA	$ 1,000.00	$ 3,000.00
14	RECTANGULAR RAPID FLASHING BEACON	2	EA	$ 20,000.00	$ 40,000.00
	MISCELLANEOUS	1	LS	$ 10,000.00	$ 10,000.00
	Subtotal				$ 268,733.33
	CONTINGENCY			10%	$26,873.33
	INFLATION			8%	$23,648.53
	Subtotal				$319,255.20
	PRELIMINARY ENGINEERING			30%	$88,682.00
	CONSTRUCTION ENGINEERING			20%	$59,121.33
	Subtotal				$147,803.33
	Total				**$467,058.53**
	Total Match			15%	**$70,058.78**

Option A - New Sidewalk along Lane Ave from Clark Street to US 12

14	TRAFFIC CONTROL	1	LS	$ 5,000.00	$ 5,000.00
15	CONTRACTOR QUALITY CONTROL	1	LS	$ 5,000.00	$ 5,000.00
16	EXCAVATION	79	CUYD	$ 30.00	$ 2,370.00
17	3/4" CRUSHED BASE COURSE (CONCRETE SIDEWALK)	36	CUYD	$ 40.00	$ 1,440.00
18	4" SIDEWALK CONCRETE	233	SQYD	$ 105.00	$ 24,500.00
19	6" SIDEWALK CONCRETE	100	SQYD	$ 135.00	$ 13,500.00
20	TRUNCATED DOME	36	SQFT	$ 80.00	$ 2,880.00
21	WHITE EPOXY	2	GAL	$ 400.00	$ 800.00
	Total				**$55,490.00**
	Total Match			15%	**$8,323.50**

OPTIONS 1B AND 2B ARE EITHER/OR (ONE CHOICE)

Option 1B Replace sidewalk along Main Street from Washington Ave to Prickly Pear Ave

22	CONTRACTOR QUALITY CONTROL	1	LS	$ 1,500.00	$ 1,500.00
23	REMOVAL OF SIDEWALK	178	SQYD	$ 26.00	$ 4,628.00
24	3/4" CRUSHED BASE COURSE (CONCRETE SIDEWALK)	17	CUYD	$ 40.00	$ 680.00
25	4" SIDEWALK CONCRETE	156	SQYD	$ 105.00	$ 16,380.00
26	6" SIDEWALK CONCRETE	22	SQYD	$ 135.00	$ 2,970.00
27	TRUNCATED DOME	12	SQFT	$ 80.00	$ 960.00
28	WHITE EPOXY	2	GAL	$ 400.00	$ 800.00
	Total				**$27,918.00**
	Total Match			15%	**$4,187.70**

Option 2B Replace only damaged sections of sidewalk along Main Street from Washington Ave to Prickly Pear Ave

29	CONTRACTOR QUALITY CONTROL	1	LS	$ 1,000.00	$ 1,000.00
30	REMOVAL OF SIDEWALK	89	SQYD	$ 30.00	$ 2,670.00
31	3/4" CRUSHED BASE COURSE (CONCRETE SIDEWALK)	7	CUYD	$ 40.00	$ 280.00
32	4" SIDEWALK CONCRETE	89	SQYD	$ 105.00	$ 9,345.00
	Total				**$13,295.00**
	Total Match			15%	**$1,994.25**

TOTAL MATCH COMBINATIONS

MAIN PROJECT	**$70,058.78**
MAIN PROJECT + OPTION A	**$78,382.28**
MAIN PROJECT + OPTION 1B	**$74,246.48**
MAIN PROJECT + OPTION 2B	**$72,053.03**
MAIN PROJECT + OPTION A + OPTION 1	**$82,569.98**
MAIN PROJECT + OPTION A + OPTION 2	**$80,376.53**

An Employee-Owned Company

Engineers and Land Surveyors

3530 Centennial Drive, Helena, MT 59601 | phone: 406-442-8594
851 Bridger Drive, Suite 1, Bozeman, MT 59715 | phone: 406-522-8594
2223 Montana Avenue, Suite 201, Billings, MT 59101 | phone: 406-601-4055
219 2nd Avenue South, Suite 302, Great Falls, MT 59405 | phone: 406-604-4644
1001 12th Street, Cody, WY 82414 | phone: 307-509-5541

www.seaeng.com

Mr. Dan Rispens, Superintendent
East Helena Public Schools
P O Box 1280
East Helena, MT 59635

Subject: Scope of Work Proposal to Develop a Transportation Alternatives (TA) Grant to Address Sidewalk and Intersection Issues – Kalispell Avenue and Main Street

Dear Mr. Rispens and Members of the School Board:

Thank you for the opportunity to submit a Scope of Work and Fee Proposal for developing a Transportation Alternatives (TA) Application. This application will be submitted to the Greater Helena Area Metropolitan Planning Organization (MPO) to improve safety along the route to East Valley Middle School, especially the section of Main Street connecting to Kalispell Avenue.

The attached Exhibit A details the tasks we anticipate in preparing the application and provides an estimate of anticipated cost. Coordination of the exact route and details related to creating a safer route to school will be conducted with school personnel, the City of East Helena, and Lewis and Clark County. If successful, we can also provide grant administration as needed and will propose additional tasks for that service.

We are available to discuss the Scope of Work as needed. Please do not hesitate to contact either Robie Culver at (406) 442-8594 or Kaia Tharp (307) 509-5541. If agreeable to EHPS, please sign the Notice to Proceed below.

Sincerely,

Stahly Engineering & Associates

Robie Culver
Grant Specialist

Kaia Tharp
Transportation Department Manager

NOTICE TO PROCEED

Stahly Engineering & Associates is hereby granted a notice to proceed to develop a TA Application to address sidewalk and intersection issues – Kalispell Avenue and Main Street.

Owner Name: East Helena Public Schools

Authorized Signature: Scott A. Walter

Title: BOARD CHAIRMAN

Date: FEB. 10, 2025

EXHIBIT A

East Helena Public Schools – Sidewalk and Intersection Improvements Kalispell Ave and Main St

TA Grant Application – Scope of Work

Engineering Support

1. Prepare plan and profile sheets for the concrete sidewalk extension to the crosswalk at Kalispell Ave.
2. Provide proposed concrete sidewalk detail.
3. Conduct a traffic study at the intersection of Kalispell Ave and Main Street to determine the best approach to improving the crosswalk's safety.
4. Prepare Opinion of Probable Cost (OPC) for sidewalk improvements, improvements to the crosswalk at Kalispell Ave, Misc. signage and striping

Assumptions:

- Design levels for this phase will be 50% plans.
- No additional survey work is required for this phase of the project.
- No electrical design will be required for this phase.

Grant Writing

1. Engage with the Greater Helena AREA Metropolitan Planning Organization (MPO) to determine TA Grant Application process.
2. Coordinate with East Helena Public School (EHPS), City of East Helena, and Lewis and Clark County personnel to complete the TA Grant Application, which includes determination of project eligibility, project statement that describes the project and discusses its benefit to the community, and analysis of project risks.
3. Assist with public involvement to identify community needs and provide support for the project.
4. Provide research to determine responses to application requirements such as project independence, project ownership and maintenance, and right-of-way and utility impacts.

Assumptions:

- EHPS will respond promptly to requests for information and signature documents.
- This task order will be amended to include grant administration as needed upon reward.
- Any additional work beyond this scope of work will be billed on a time and material basis following approval by the Commission.

Deliverables

1. Hard copy of the application for EHPS.
2. Application submittal to Helena MPO.

Fees for Professional Services

Meetings & Coordination	$ 2,400
Grant Writing	$ 4,600
Engineering Support	$ 4,400
Expenses and Travel	$ 600
	$12,000

East Helena Public Schools

School District No. 9

P.O. Box 1280 * East Helena, MT. 59635

Superintendent/Administration Office (406) 227-7700

Eastgate Elementary School (406) 227-7770 * Prickly Pear Elementary (406) 227-7720

Radley Elementary School (406) 227-7710 * East Valley Middle School (406) 227-7740

East Helena High School (406) 227-7730

"Success For All"

Memorandum of Agreement

This Memorandum of Agreement is between the East Helena Public Schools, hereafter referred to as the "District," and the East Helena Education Support Association, an affiliate of the Montana Federation of Public Employees hereafter referred to as the EHESA.

The parties have agreed to replace the language in the current collective bargaining agreement articles 8.4, 15.1, and 15.2 as follows:

Article 8.4

(d) The district will contribute $455.20 per month for each employee in the 2024 - 2025 school year ~~$455.20~~ , $485.20 in the 2025 - 2026 school year, and ~~$455.02~~ $515.20 in the 2026 - 2027 school year for those employees who are regularly scheduled to work a minimum of 30 hours per week during the school year for the period July 1 through June 30.

15.1 Salaries	2024-2025	2025-2026	2026-27
Starting salary for new employees:			
Kitchen Aide II	$ 14.15	$14.65	$14.80
Kitchen Aide I: Cook, Baker, Salad Person, Cashier & Transportation	$ 14.40	$14.90	$15.05
Paraprofessionals	$ 15.30	$15.80	$15.95
Secretary	$ 17.00	$17.50	$17.65
Bus Driver	$ 23.90	$24.90	$25.90
Maintenance	$ 16.74	$17.25	$17.40
Custodian	$ 16.30	$16.80	$16.95
Interpreter	$ 18.40	$18.40	$18.55
Instructional Tutors	$ 20.90	$20.90	$21.05
Title I Tutor	$ 20.90	$20.90	$21.05

15.2 **Increase in current wages for all other employees.**

Three year plan:
In year 1, all employees (except for the bus drivers) who return for the 24-25 school year will receive a 65 cents an hour raise with 3% on top of that for employees with 10 or more years.
In year two (2025-26), all employees (except for the bus drivers) who return for the 25-26 school year will receive a 75 cents an hour raise.
In year three (2026-27), all employees (except for the bus drivers) who return for the 26-27 school year will receive a 25 cents an hour raise.
Employees new to the school district or new to a position will be hired under the starting wages in exhibit A.

Bus driver pay will increase by $6 per hour for current and new drivers for the 24-25 school year and an additional $1 (current and new) in the 25-26 school year, and additional $1 (current and new) in the 26-27 school year.

~~Third year, negotiations are open for wage discussion only.~~

Once signed by all parties, this agreement will take effect **July 1, 2025**.

The parties agree that all working conditions and terms of the collective bargaining agreement shall be final and shall not be opened or re-bargained for the duration of the agreement.

Any agreement between the parties regarding future changes shall be memorialized by the parties in a memorandum of agreement document separate from the collective bargaining agreement.

Signed and dated this _____day of 2025.

FOR THE DISTRICT:

_____
Board Chair

_____
Superintendent

Attest,

_____
District Clerk

FOR THE EAST HELENA EDUCATION SUPPORT ASSOCIATION:

_____
President

_____
Vice President

	Route 1 AM
6:50	Leave the Bus Barn
7:15	Jimtown Road
7:19	York Bar
7:28	Autumn Winds Ct
7:31	Lakeside Store
7:34	Deal Lane
7:36	Hart Lane
7:38	4605 York
7:48	**EVMS**
7:55	**EHHS**
8:00	**Radley**
8:02	**PPE**
8:08	**Eastgate**
8:08	**Eastgate**

	Route 1 PM
3:15	**Eastgate**
3:20	**EVMS**
3:26	**Radley**
3:29	**Prickly Pear**
3:35	**EHHS**
3:45	4605 York
3:47	Hart Lane
3:49	Deal Lane
3:52	Lakeside Store
3:55	Autumn Winds Ct
4:04	Jimtown Road
4:06	York Bar

	Route 2 AM
6:45	Leave the Bus Barn
7:15	Magpie
7:20	Water Dance
7:21	Painted Pony
7:23	Dam Bar
7:26	Yacht Basin
7:30	Eagle Bay Dr
7:32	Vince's Ct
7:34	Shawn Dr
7:35	Ogle View
7:36	5412 CFR
7:37	5414 CFR
7:37	5420 CFR
7:38	Tiber Ct
7:38	Step Toe
7:39	Needle Ct
7:45	**EVMS**
7:55	**EHHS**
8:05	**Radley**
8:08	**PPE**
8:12	**Eastgate**

	Route 2 PM
3:10	**Eastgate**
3:15	**EVMS**
3:20	**Radley**
3:25	**PPE**
3:30	**EHHS**
3:40	Tiber Ct
3:41	Step Toe Ct
3:41	Needle Ct
3:45	5412 CFR
3:45	5414 CFR
3:46	5420 CFR
3:48	Ogle View
3:49	Shawn Drive
3:50	Vince's Ct
3:51	Eagle Bay Dr
3:53	Yacht Basin
3:59	Dam Bar
4:00	Painted Pony
4:00	Water Dance
4:05	Magpie

	Route 3 AM			Route 3 PM
7:10	Leave the Bus Barn		**3:15**	**Prickly Pear**
7:24	Kier/Elkhorn		**3:20**	**Radley**
7:25	Saffron Lane		**3:27**	**Eastgate**
7:26	Kier/Kraut Lane		**3:36**	**EVMS**
7:27	3562 Kier Dr (Trailer Ct)		**3:40**	**EHHS**
7:28	KT Lane		3:43	Grandview
7:29	Meadow Lane		3:44	Lanning
7:38	CFR/Wheatland		3:45	Morello Rd
7:41	Morello Rd/ Valley Dr		3:50	Kier/Elkhorn
7:41	Lanning/ Valley		3:55	Saffron
7:43	Grandview/Valley		3:55	Kier/Kraut Lane
7:46	**East Helena High**		3:56	3562 Kier Dr (Trailer Ct)
7:48	**Radley**		3:59	KT Lane
7:50	**Prickly Pear**		4:00	Meadow Lane
7:55	**EVMS**		4:05	CFR/ Wheatland Dr
8:00	**Eastgate**			

	Route 4 AM			Route 4 PM
7:15	Leave the Bus Barn		**3:10**	**Prickly Pear**
7:28	Drake/ Spokane CR		**3:18**	**Radley**
7:27	2844 Spokane Creek Rd		**3:25**	**Eastgate**
7:28	Pinecone Rd/SCR		**3:30**	**EVMS**
7:29	Mitchell Gulch		**3:40**	**EHHS**
7:30	2460 Spokane CR		3:55	Drake/SCR
7:31	Spokane Ranch/SCR		3:55	2844 Spokane Creek Rd
7:32	3D Road/SCR		3:56	Pinecone/SCR
7:34	Harvest Loop/SCR		3:57	Mitchell Gulch
7:45	**Radley**		3:58	2460 Spokane Creek Rd
7:47	**Prickly Pear**		4:00	Spokane Ranch/SCR
7:52	**East Helena High**		4:02	3D/ SCR
7:58	**EVMS**		4:05	Harvest Loop/SCR
8:05	**Eastgate**			

	Route 5 AM
7:28	Leave the Bus Barn
7:34	3143 Holmberg
7:35	Holmberg/Iverson
7:36	Hines/Argenta
7:37	Hines/Stillwell
7:38	3280 Strom
7:39	3216 Strom
7:39	Strom/Iverson
7:40	3147 Strom
7:40	Kendall/Strom
7:42	Stillwell/Kendall
7:42	3146 Stillwell
7:43	3191 Stillwell
7:44	Argenta/Iverson
7:50	**EVMS**
7:55	**Radley**
8:00	**Prickly Pear**
8:10	**East Helena High**
8:15	**Eastgate**

	Route 5 PM
3:10	**Eastgate**
3:15	**EVMS**
3:20	**Prickly Pear**
3:25	**Radley**
3:35	**East Helena High**
3:55	Holmberg Mailboxes
3:56	3143 Holmberg
3:57	Holmberg/Iverson
3:58	Hines/Argenta
3:59	Hines/Stillwell
4:00	3280 Strom
4:01	3216 Strom
4:01	Strom/Iverson
4:02	3147 Strom
4:02	Kendall/Strom
4:03	Stillwell/Kendall
4:03	3146 Stillwell
4:04	3191 Stillwell
4:05	Argenta/Iverson

	Route 6 AM
7:12	Leave the Bus Barn
7:19	Elk View
7:20	Pele Park
7:28	Eloise Cobell/Jeanette
7:31	Twilight/Runkle
7:36	MVM Park (Alice St)
7:45	**Radley**
7:50	**Prickly Pear**
7:55	**EHHS**
8:05	**EVMS**
8:10	**Eastgate**

	Route 6 PM
3:13	**Radley**
3:17	**Prickly Pear**
3:20	**Eastgate**
3:30	**EVMS**
3:30	**EHHS**
3:45	Eloise Cobell/Jeanette
3:50	Twilight/Runkle
3:55	MVM Park (Alice St)
4:05	Pele Park
4:07	Elk View

Shuttle Radley/PPE to Eastgate

Radley/Eastgate to EVMS

	Route 7AM
7:05	Leave the Bus Barn
7:15	Herron Creek
7:25	Ranger Dr
7:40	Pele Park
7:42	East View
7:43	Elk View
7:47	**East Helena High**
7:52	**Radley**
7:54	**Prickly Pear**
8:00	**EVMS**
8:08	**Eastgate**

	Route 7 PM
3:12	**Radley**
3:15	**Prickly Pear**
3:20	**EHHS**
3:25	**Eastgate**
3:30	**EVMS**
3:40	Pele Park
3:43	East View
3:43	Elk View
4:08	Ranger
4:18	Herron Creek

	Route 8 AM
7:10	Leave the Bus Barn
7:15	Stagecoach
7:24	Boundary/Lake Helena
7:26	Lake Helena/Swan
7:27	Monarch/Vermilion
7:28	Vermillion/Musselshell
7:29	Musselshell/Highwood
7:34	Holmberg/Berkshire
7:35	Berkshire/Highfield

	Shuttle AM
7:45	**EHHS**
7:50	**EVMS**
8:00	**Eastgate**
8:10	**Radley**
8:15	**Prickly Pear**

	Route 8 PM
3:10	**PPE**
3:15	**Radley**
3:20	**EHHS**
3:30	**EVMS**
3:40	**Eastgate**
3:50	Boundary/Lake Helena
3:51	Lake Helena/Swan
3:52	Monarch/Vermilion
3:52	Vermillion/Musselshell
3:54	Musselshell/Highwood
3:55	Holmberg/Berkshire
3:55	Berkshire/Ranger
3:56	Highfield/Ranger
4:01	2598 Stagecoach

	Route 9 AM		Route 9 PM
7:06	Leave the Bus Barn	**3:00**	**Eastgate**
7:10	McClellan	**3:14**	**EVMS**
7:20	1800 Spokane Creek	**3:21**	**Radley**
7:22	Matt Staff/Mailboxes	**3:25**	**PPE**
7:24	Ranch	**3:30**	**East Helena High**
7:25	SCR/Johnson Road	3:35	Trerise
7:26	SCR/ Three Bars Rd	3:40	3796 Meadowlark Rd
7:27	SCR/Pine Cone Rd	3:40	3780 Meadowlark
7:28	SCR/Bucktail Rd	3:41	3777 Meadowlark
7:30	SCR/Gindale	3:41	Meadowlark/Skylark
7:35	3796 Meadowlark	3:42	Meadowlark/Dove
7:35	3780 Meadowlark	3:47	McClellan
7:36	3777 Meadowlark	3:55	1800 Spokane Creek
7:30	Meadowlark/Skylark	3:56	Matt Staff/Mailboxes
7:37	Meadowlark/Dove	4:01	SCR/East SRR
7:39	Trerise	4:02	SCR/Johnson Road
7:40	EHHS	4:03	SCR/ Three Bars Rd
7:45	**Radley**	4:04	SCR/Pine Cone Rd
7:50	**PPE**	4:05	SCR/Bucktail Rd
7:55	**EVMS**	4:10	SCR/Gindale
8:00	**Eastgate**		

	Route 10 AM		Route 10 PM
7:00	Leave the Bus Barn		
7:10	Spokane Ranch Road	**3:10**	**EHHS**
7:18	Keir Lane	**3:15**	**Radley**
7:27	Stagecoach	**3:17**	**PPE**
7:44	MV Meadows	**3:20**	**EVMS**
7:48	Pele Park	**3:25**	**Eastgate**
7:49	Elk View	3:30	Stagecoach
7:56	**EHHS**	3:41	Keir Lane
8:00	**Radley**	3:50	Spokane Ranch Road
8:02	**PPE**	4:10	MV Meadows
8:05	**EVMS**	4:15	Pele Park
8:10	**Eastgate**	4:16	Elk View

Setting Fees for the 25-26 school year.

COMMENTARY: The Board will consider adjusting the following meal and rental fees and staff pay for 2025-26:

	Current 24-25	25-26 Proposed
Copies	$0.15/page	$0.15/page
Tuition Elementary	$0	$0
Tuition Middle School	$0	$0
Tuition High School	$0	$0
Student Breakfast	$1.80	$1.80
Student Lunch	$3.00	$3.00
Reduced Breakfast	$0.30	$0.30
Reduced Lunch	$0.40	$0.40
Milk -Single Carton	$0.50	$0.50
A La Carte	$1.00	$1.00
Adult Breakfast	$2.00	$2.00
Adult Lunch	$4.30	$4.30
Headstart Breakfast	$1.90	$1.90
Headstart Lunch	$3.40	$3.40
Headstart Snack	$1.50	$1.50
After School Snack	$1.00	$1.00
Substitute (Certified)	$135 to start; $150 with minimum service	**$140 to start; $155* with minimum service**
Substitute (Non-certified)	$125 to start; $140 with minimum service	**$130 to start; $145* with minimum service**
Technology Use Fee	$10.00	
Classified substitute pay (hourly)		
Tutor	As per sub pay above	
Kitchen Aide 1	$14.40	**$14.65 (or MOA)**
Bus Driver	$23.90	**$24.90**
Custodian	$16.30	**$16.50 (or MOA)**
Kitchen Aide II	$14.15	**$14.40 (or MOA)**
Paraprofessional	$15.30	**$15.50 (or MOA)**
Secretary	$17.00	**$17.15 (or MOA)**
Interpreter	As per substitute pay above	
Teacher hourly compensation	$23.00	$23.00
EVMS Sports Participation Fees		
1st Sport	$35	
Additional Sport	$10	
EHHS		
Student Parking Pass	$10	$10
Student Activity Pass	$40	$40

Adult Activity Pass	$60	$60
Student Activity Fee		
1st Season	$45	$45
2nd Season	$40	$40
3rd Season	$40	$40
Family MAX	$170	$170
School Day Driver's Ed (Drive option)	$50	$50
After School/Summer Driver's Ed	$200	$200

EHHS Course Fees

Art Courses	$15	**$0**
Pottery	$0	**$30**
Studio and Photography	$0	**$20**
Lifetime Sports	$80	$80
Carpentry I	$25	$25
Carpentry II	$30	$30
Welding I	$30	$30
Welding II	$20	$20
Welding III	$20	$20
Culinary Arts	$30	**$0**
Intro to Culinary	$15	**$0**
Culinary I -ProStart 1	$30	$30
Foods For Life	$30	$30
Taste of Culture	$30	$30
ProStart 2	$30	$30

Facility fees

Elementary/Middle School Gym	$20/hour	$20/hour
EHHS Gym	$50/hour	$50/hour
Classroom	$12/hour	$12/hour
Cafeteria	$12/hour	$12/hour
Athletic Fields/Courts	$12/hour	$12/hour
Turf Athletic Field - All Services	$400/hour	$400/hour
Turf Athletic Field simple game/practice	$150/game/practice*	Same
All weather track - Timing Services	$200/Meet*	Same
All weather track simple practice/meet	$100/practice meet*	Same

(Facility use rentals are charged half the regular rate when 25% or more of the involved students are enrolled EHPS Students)

(A custodial overtime rate of $30/hour* will be applied to facility rentals that occur at any time custodians would not be regularly scheduled to work.)

BOLDFACE Type indicates change from 24-25

Susie Hedalen, Superintendent
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May 16, 2025

0615 East Helena Public Schools

To Whom It May Concern:

This is a letter of confirmation that **East Helena Public Schools 0615** is accredited by the state of Montana Office of Public Instruction and is operational in the state of Montana. The overall accreditation status is a combination of the State of Montana assurance standards and student performance standards as outlined in the Administrative Rules of Montana Chapter 10.55.606. **East Helena Public Schools 0615** is authorized to offer education per the Montana Office of Public Instruction. Should you need to know more about the overall accreditation process and rules for the state of Montana that can be found under the Administrative Rules of Montana Chapter 10.55, Standards of Accreditation.

Please contact OPI Accreditation with any questions at opiaccred@mt.gov.

Sincerely,

Susie Hedalen

Susie Hedalen
Montana State Superintendent of Public Instruction

Susie Hedalen, Superintendent
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2024-2025 Accreditation Status Report

System: 0615 East Helena Public Schools

District Assurance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
A	10.55.601(3)	4	4	N/A
B	10.55.601	4	1	N/A
C	10.55.601	4	4	N/A
D	10.55	8	8	N/A
H	10.55.722	4	4	N/A
J	10.55.901, 10.55.902,10.55.904	4	3	Score maintained. Missing IEFA policy evidence and student work samples. Great organization of IEFA integration and Essential Understandings crosswalks.
L	10.55.601(4a)	4	4	Reviewer 1: Thorough evidence was provided to meet 'regular' status. Reviewer 2: Meets criteria.
M	10.55.603(1, 4c, d)	4	4	Strong evidence provided by East Helena Public Schools indicates they are implementing a proficiency-based learning model (Radley School), conducting curriculum reviews inclusive of IEFA instructional materials and considerations, and following a schedule for revising curriculum standards. East Helena Schools meets the expectations of the rubric.

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N	10.55.603(5)	4	4	Reviewer 1: Meets criteria for ARM 10.55.603(5). Additionally, the plan is comprehensive and clearly details all essential components. The addition of Assessment Accessibility considerations and strategies renders this an exemplar plan! Reviewer 2: Comprehensive and cohesive assessment plan with clear use of each measure and method across content areas and for each grade level. Exemplar plan.
O	10.55.714(1&3)	4	4	Reviewer 1: Met standards Reviewer 2:
P	10.55.723	4	4	Reviewer 1: Evidence provided meets the requirements Reviewer 2: The district showed evidence of all requirements being met.
Q	10.55.724(1&2)	4	4	Reviewer 1: Great evaluation handbook, while it is quite comprehensive and helpful, it might be suggested to review the sample plans and update the dates on those documents. Reviewer 2: Meets criteria. Evaluation guide is clear, detailed, and well thought out. An exemplary area is the alternative evaluation process and template.
R	10.55.801	4	4	Meets criteria

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County: 025 Lewis & Clark
System: 0615 East Helena Public Schools
School: 1465 Radley Elementary School

FINAL ACCREDITATION STATUS:	**Regular**
Assurance Standards Level:	Regular
Student Performance Standards Level	Regular
Corrective Plan	NO

School Assurance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
E	10.55.702-710,10.55.716	4	4	
F	10.55.712, 10.55.713	4	4	
G	10.55.714	4	4	
K	10.55.901,10.55.902, 10.55.904	4	4	N/A

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School Student Performance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
SP-A	10.55.603	4	4	N/A
SP-B	10.55.603	4	4	N/A

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County: 025 Lewis & Clark
System: 0615 East Helena Public Schools
School: 1636 Eastgate School

FINAL ACCREDITATION STATUS:	**Regular**
Assurance Standards Level:	Regular
Student Performance Standards Level	Regular
Corrective Plan	NO

School Assurance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
E	10.55.702-710,10.55.716	4	4	
F	10.55.712, 10.55.713	4	4	
G	10.55.714	4	4	
K	10.55.901,10.55.902, 10.55.904	4	4	N/A

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School Student Performance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
SP-A	10.55.603	4	4	N/A
SP-B	10.55.603	4	4	N/A

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County: 025 Lewis & Clark
System: 0615 East Helena Public Schools
School: 1720 East Valley Middle School

FINAL ACCREDITATION STATUS:	**Regular**
Assurance Standards Level:	Regular
Student Performance Standards Level	Regular
Corrective Plan	NO

School Assurance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
E	10.55.702-710,10.55.716	4	3	
F	10.55.712, 10.55.713	4	4	
G	10.55.714	4	4	
I	10.55.902,10.55.904	4	4	
K	10.55.901,10.55.902, 10.55.904	4	4	N/A

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School Student Performance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
SP-A	10.55.603	4	4	Reviewer 1: School submission met the standard by providing data evidence from a valid and reliable tool and described how the school used the data to inform teaching & learning. Reviewer 2: School submission meets the requirements of a regular score by submitting data evidence and describing how the data is used to inform instruction.
SP-B	10.55.603	4	4	N/A

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County: 025 Lewis & Clark
System: 0615 East Helena Public Schools
School: 1857 Prickly Pear Elem

FINAL ACCREDITATION STATUS:	**Regular**
Assurance Standards Level:	Regular
Student Performance Standards Level	Regular
Corrective Plan	NO

School Assurance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
E	10.55.702-710,10.55.716	4	4	
F	10.55.712, 10.55.713	4	4	
G	10.55.714	4	4	
K	10.55.901,10.55.902, 10.55.904	4	4	N/A

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School Student Performance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
SP-A	10.55.603	4	4	N/A
SP-B	10.55.603	4	4	N/A

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County: 025 Lewis & Clark
System: 0615 East Helena Public Schools
School: 1861 East Helena High School

FINAL ACCREDITATION STATUS:	**Regular**
Assurance Standards Level:	Regular
Student Performance Standards Level	Regular
Corrective Plan	NO

School Assurance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
E	10.55.702-710,10.55.716	4	4	
F	10.55.712, 10.55.713	4	3	
G	10.55.714	4	4	
I	10.55.902,10.55.904	4	4	
K	10.55.901,10.55.902, 10.55.904	4	4	N/A

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School Student Performance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
SP-C	10.55.606(6)	4	4	N/A

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County: 025 Lewis & Clark
System: 0615 East Helena Public Schools
School: 3028 227 Academy- Middle School

FINAL ACCREDITATION STATUS:	**Regular**
Assurance Standards Level:	Regular
Student Performance Standards Level	Regular MD
Corrective Plan	NO

School Assurance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
E	10.55.702-710,10.55.716	4	3	
F	10.55.712, 10.55.713	4	4	
G	10.55.714	4	4	
I	10.55.902,10.55.904	4	4	
K	10.55.901,10.55.902, 10.55.904	4	4	N/A

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School Student Performance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
SP-A	10.55.603	4	3	Reviewer 1: The district provided evidence of a tool, student overall proficiency, and a brief narrative on how the school is using data to make instructional decisions. To improve a score in this area, include detailed evidence of teachers making instructional decision based on the data. No additional evidence was provided in the addendum concerning data driven decisions. Reviewer 2: The district provided evidence of an assessment tool and progress monitoring of students math skills. A document outlined how the data is used to schedule math instruction. To improve to a regular the data needs to illustrate how the students are progressing in their math learning.
SP-B	10.55.603	4	3	The district provided evidence of a valid tool along with data. No evidence was provided in the initial or addendum submission concerning how the teachers use the data to make data driven decisions.

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County: 025 Lewis & Clark
System: 0615 East Helena Public Schools
School: 3029 227 Academy- HS

FINAL ACCREDITATION STATUS:	**Regular**
Assurance Standards Level:	Regular
Student Performance Standards Level	Regular
Corrective Plan	NO

School Assurance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
E	10.55.702-710,10.55.716	4	4	
F	10.55.712, 10.55.713	4	3	
G	10.55.714	4	4	
I	10.55.902,10.55.904	4	4	
K	10.55.901,10.55.902, 10.55.904	4	4	N/A

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School Student Performance Standards:

STANDARD	ARM RULE	Points Possible	Points Earned	Comments
SP-C	10.55.606(6)	4	4	Reviewer 1: The school provided several pieces of evidence to demonstrate students are college and career ready upon graduation by offering advanced placement courses, courses to promote career readiness, and college credit offerings. Reviewer 2: The district has submitted evidence to meet the standard showing students are college and career ready.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (the "Agreement") is entered into this _____ of _____, 2025 and effective on July 1, 2025 (the "Effective Date") by and between Intermountain Deaconess Children's Services, a non-profit corporation incorporated under the laws of the State of Montana (the "Contractor"), and East Helena Public School District ("School District") (each a "party" and collectively the "parties").

RECITALS

A. School District operates public elementary, middle, and high school facilities (the "School") located at East Helena, MT.

B. Contractor is a corporation incorporated under the laws of the State of Montana. Contractor employs providers who specialize in providing behavioral and mental health services in Montana ("Providers"). Contractor's principal place of business located at 3240 Dredge Drive, Helena, Montana, MT.

C. School District desires to provide access to mental health services to students enrolled in the School District ("Students"). Contractor agrees to provide behavioral and mental health services through its Providers to Students as set forth in **Exhibit A**.

NOW, THEREFORE, in consideration of the foregoing and of the covenants herein contained, the parties hereto agree as follows:

AGREEMENT

1. **General Services**. Intermountain agrees to provide the services set forth on the attached **Exhibit A** (collectively, the "Services") through or by Contractor's behavioral and mental health providers ("Providers"). *See* **Exhibit A**. The Agreement shall in no way affect the professional judgment of Providers in the practice of behavioral and mental health and in the delivery of Services.

2. **Term and Termination**. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue through June 30, 2026 (the "Termination Date"). Following the Termination Date, this Agreement may continue on a month-to-month basis, provided it may be terminated following the Termination Date with thirty (30) days prior written notice by either party to this Agreement. This Agreement may also be terminated by either party, at any time, with or without cause upon 30-days written notice to the other party.

3. **Billing**. If a Student is provided Services, Contractor shall bill directly the Student, the Student's parent or guardian, third-party insurer, or any other payor source.

4. **Space and Equipment for Delivery of Services.** School District will supply a mutually acceptable treatment space and equipment exclusive to Contractor and Providers for the provision of Services under such terms as are described in **Exhibit A.** Treatment space shall be made exclusively available to Providers and Contractor and its staff during School's normal business hours and as required to provide appropriate care to Students. Providers shall

prominently display a name badge identifying Provider's credentials and that Provider is affiliated with Contractor. The space may only be utilized for the delivery of Services to Students and for other duties, including administrative duties associated with the delivery of Services to Students.

5. **Independent Contractor Status**. Contractor is an independent contractor for all purposes and in all situations in the delivery of Services under this Agreement. Contractor has the right to control the activities and means by which Contractor's Services under this Agreement are carried out and the right to exercise independent judgment. In all matters related to this Agreement, Contractor will be acting as an independent contractor, and neither Contractor nor any employee or agent of Contractor will be an employee of the School District within the meaning or application of any federal, state or local income or unemployment insurance laws, employee benefit laws, social security, workers' compensation or industrial laws, or otherwise. Contractor shall be responsible for all taxes owed on amounts paid to it under this Agreement. Contractor shall be responsible for payment of all applicable federal, state and local taxes or similar governmental charges incurred in connection with the performance of its activities under this Agreement, including without limitation federal withholding and unemployment taxes, income taxes, Social Security taxes, and worker's compensation premiums. All Providers shall be deemed employees or subcontractors of Contractor and will not be considered employees, agents or subcontractors of School District for any purpose whatsoever.

6. **HIPAA and FERPA Compliance.**

A. *Protected Health Information*. Contractor and School District agree to maintain the privacy and security of any individually identifiable patient health information received from or created for Company in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996, set forth at 45 C.F.R. parts 160 and 164 (collectively "HIPAA"), 42 C.F.R. Part 2, and agrees to take such actions as are necessary and appropriate in connection therewith. Contractor agrees to execute the business associate agreement found under **Exhibit B**.

B. *Educational Records*. The Parties agree to protect the educational records of participating Student(s) in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g; 34 CFR Part 99. FERPA is a federal law that protects the privacy of Student records as related to their educational experience. The Parties shall not disclose or share records with a third party without the prior written consent of the participating Student. School District shall have sole responsibility for maintaining all educational records relating to the individual Students. Any and all documentation, including oral and written reports, related to a Student that is created, obtained, or maintained by or on behalf of Contractor and/or Provider shall be kept strictly confidential, is privileged, and shall not be disclosed to School District; provided, however, under certain circumstances and to the extent permitted or required by law, disclosure of such information may be made by Contractor and/or Provider if it is determined by Contractor and/or Provider that disclosure may be necessary to protect the life, health or safety of individuals within School, provider's medical staff, Student, patients, or the general public. Confidentiality of all records shall be maintained

by all Parties hereto at all times, unless disclosure is required by law or as otherwise set forth herein, and Intermountain agrees to inform School Staff of the confidential nature of all Contractor's patients and records, and of their obligations to protect the privacy and security of all protected health information. The provisions of this Section shall survive the termination of this Agreement.

C. *Consent.* The Contractor will require a consent from Student to disclose information to School District.

D. *Breach.* Each Party agrees to the notify the other Party of a suspected and known breach.

E. *Survival.* This Paragraph 6 shall survive termination of this Agreement. Company may take any steps legally available, in law or equity, to enforce Contractor's obligations under this Paragraph 6, and Contractor shall pay any and all costs (including attorney's fees and costs) incurred by Company to enforce Contractor's obligations under this Paragraph 6.

7. **Provider Qualifications.** It is expressly understood that Providers have and at all times during the term of Agreement shall have, a current license to provide behavioral and mental health services in the State of Montana. Providers shall demonstrate the status of such license on request of School District.

8. **Referral/Enrollment Process.** School District and Contractor shall refer and enroll Students for the Services in accordance with Montana Law. Notwithstanding any other provision of the Agreement, School District shall obtain written consent from the parent or legal guardian of the Student before a Provider shall provide the Services to the Student, pursuant to Mont. Code Ann. § 40-6-702.

9. **Records; Inspection.** Contractor and School District shall each maintain books, records, and documents in accordance with federal and state medical documentation requirements, accounting procedures and practices that sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. All service/program notes, books, medical records, documents, or other materials associated with this Agreement shall be subject to reasonable inspection, review, or audit by either party or other legally recognized entities, during usual business hours and upon prior notice. Each party shall retain all records under this Agreement for seven (7) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.

10. **Claim Submission.** Contractor and Contractor's Providers shall maintain clinical records sufficient to enable Contractor to bill patients or third-party payers for the Services.

11. **Professional Liability Insurance for Contractor.** Contractor shall provide or shall require Providers to provide professional liability coverage during, and tail coverage upon termination of this Agreement. Such policies will have customary standard limits, but not less than $1 million occurrence and $2 million in the aggregate.

12. **Commercial General Liability Insurance.** Contractor and School District shall each maintain insurance for bodily injury and property damage for limits not less than

$1,000,000 per occurrence ($2,000,000 aggregate) including coverage for subcontractor's obligations, operations, premises, independent contractors, products/completed operations, personal injury, and advertising injury.

13. **Indemnification by Contractor.** The Contractor agrees to defend, indemnify, and hold the School District, its employees, and agents, harmless for and against any, and all, claims, losses, liabilities, or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of:

1. Acts or omissions of the Contractor, its employees or agents;
2. The negligence or willful misconduct of the Contractor its employees or agents;
3. Claims by current or former employees of the Contractor relating to their employment and/or provision of services under this Agreement;
4. Payback that occurs as a result of violations of the Contractor's implementation of any insurer rules and standards;
5. A breach by the Contractor of its obligations under this Agreement.

The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

14. **Indemnification by School District.** The School District agrees to defend, indemnify, and hold the Contractor, its employees, and agents, harmless from any, and all, claims, losses, liabilities, or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of:

a. Acts or omissions of the School District, its employees or agents;
b. The negligence or willful misconduct of the School District, its employees, or agents; and
c. A breach by the School District of its obligations under this Agreement.

The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

15. **No Partnership or Third Party Rights.** Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between the parties hereto. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party, and no such other person shall have any right or cause of action hereunder. Contractor shall have no authority to bid, obligate or commit the Company by any promise or representation.

16. **Compliance with Law**. In connection with performing the Services under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor warrants to School District that it has secured all licenses and bonds necessary for performance of the Services.

17. **Taxes**. Because Contractor is an independent contractor, (a) School District shall not withhold or pay payroll or employment taxes of any kind with respect to any amounts paid under this Agreement, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax, and state reemployment insurance benefits tax, (b) School District shall not provide Contractor or Contractor's agents, Providers, etc. with workers compensation, reemployment benefits or any other benefits, including, but not limited to, malpractice, health, life and disability insurance, salary, bonuses, vacation, sick and other leaves of absence, and retirement plan benefits, and (c) Contractor shall make all filings with and payments to the Internal Revenue Service and state and local taxing authorities as are appropriate to Contractor's status as an independent contractor.

18. **Contract Modifications for Prospective Legal Events.** In the event of the passage of any law (state or federal), promulgation of any regulation by a governmental agency or authority, issuance of any ruling or interpretation of any statute or regulation by any governmental agency having jurisdiction over the subject matter, or the decision or interpretation of any court of competent jurisdiction, governmental agency, or board that would render any provision hereof violative of any federal or state law or regulation or otherwise thwart the purpose of this Agreement, the parties agree to negotiate in good faith a modification hereto as may be reasonably necessary to avoid such violation or bring this Agreement into compliance with such law, regulation, ruling, decision, or interpretation.

19. **Notices; Address for Payment**. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement, or any other agreement executed in connection therewith, shall be in writing and to the appropriate party at the addresses set forth below:

Contractor: Intermountain Deaconess Children's Services
Attn: Chief Executive Officer
3240 Dredge Drive
Helena, Montana 59602

School District: Superintendent
East Helena Public School District
226 E Clinton
PO Box 1280
East Helena, MT 59635

20. **Assignment**. Contractor shall solely perform the Services. Contractor will not sub-contract or assign any aspect of performing the Services without the written consent of School District.

21. **Use of Premises**. When providing the Services hereunder, Contractor agrees not to use, or permit any of Contractor's Representatives to use, any part of the Space for any purpose other than the performance of the Services. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of School shall be used at any time as an office for engaging in any business activities unrelated to the Services provided under this Agreement.

22. **Professional Conduct**. Neither Contractor nor any Contractor's Representative shall engage in any personal or professional conduct that does or may adversely affect the delivery of Services under this Agreement, the health or safety of School's Students or the effective and harmonious operation or reputation of Company.

23. **Conflict of Interest**. Contractor and Contractor's Representative shall not enter into any arrangement or pursue conduct that presents a conflict of interest or materially interferes with Contractor's or Contractor's Representative's performance of duties under this Agreement.

24. **Excluded Person**. Neither Contractor nor any of Contractor's Representatives is now or has ever been excluded, sanctioned, debarred, or otherwise made ineligible from participation in any government sponsored program, including any federal or state health care program (e.g., Medicare, Medicaid). Relatedly, no proceedings, investigations, or inquiries are currently pending or threatened by any federal or state agency as a result of which Contractor or any Contractor's Representative could be excluded, sanctioned, debarred or otherwise made ineligible from participation in any government sponsored program or sanctioned for any violation of any rule or regulation of such programs (excluding denial of reimbursement or payment of any specific claim or claims). Contractor will immediately provide written notice to Company of any such pending or threatened investigation or inquiry upon becoming aware of such investigation or inquiry.

25. **Charge or Conviction**. Neither Contractor nor any Contractor's Representative has been convicted of, or entered a plea of guilty or nolo contendere, to any misdemeanor charge related to the delivery of health care services, any felony, any drug-related crime, or any other crime involving moral turpitude (e.g., theft, fraud, embezzlement, or similar crime of dishonesty), whether or not sentence is imposed.

26. **Legal Authorization to Work**. Contractor and each of Contractor's Representatives are legally authorized to work in the United States in the capacity indicated under this Agreement.

27. **Severability and No Violation**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

28. **Resolution of Disputes and Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana and Contractor hereby agrees to the jurisdiction and venue of the State of Montana with respect to any dispute arising out of this Agreement. All parties agree that no party shall be entitled to, or recover for, consequential, punitive, exemplary or extraordinary damages.

29. **Non-Waiver**. A delay or failure by either party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

30. **Entire Contract**. This Agreement and the Exhibits attached hereto constitute the entire understanding and agreement between School District and Contractor with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, expressed or implied with regard thereto.

31. **Amendments in Writing.** This Agreement may be amended only by a written instrument executed by both parties.

32. **Additional Documents.** Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

33. **Confidentiality.** All terms of this Agreement, including all Exhibits, are confidential and may not be disclosed except to each party's attorneys, Contractor's Board of Directors, accountants (or other similar financial consultants), by written agreement of the parties and/or as ordered by a Court order.

34. **Executed Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart. Delivery of an executed counterpart signature page by electronic signature, facsimile or other electronic delivery of a scan or image of an executed counterpart signature page is as effective as execution and delivery of a manually executed counterpart signature page to this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth in the preamble hereto.

CONTRACTOR: Intermountain Deaconess Children's Services

By: _____

Printed Name: Jamie Palagi

Its: CEO

SCHOOL DISTRICT:

By: _____

Printed Name: _____

Its: _____

EXHIBIT A
Services

1. Contractor's Duties.

Contractor shall provide the Services through Contractor and Contractor's Providers to the School District as follows:

A. At the request of the School District, the Contractor will provide to the School District a copy of their State of Montana License, and verification that their employees, the School Based Outpatient Therapists (SBOTs), who will be providing the services, are licensed, or are licensure candidates (minimum qualifications of LCSW or LCPC), and that the SBOTs have passed a criminal background check.

B. Contractor will employ the equivalent of not more than 7 FTE licensed providers (SBOTs) that will be dedicated exclusively to the school district at locations determined by the school district.

C. Contractor will network with existing school social service coordinators/counselors/school psychologists, schools' administrators, , teachers, other mental health, and substance use providers and agencies, community mental health and substance use providers, and other school personnel.

D. Contractor will provide within the schools, as requested and as resources allow - to enhance cross training and awareness between the school district and the SBOTs - collaborative professional development for school staff. Also, for the same purpose, the SBOTs, upon notification from the school district, will attend collaborative professional development for school staff that is offered by the school district.

E. Contractor will attend and participate in all related School District meetings and will assist the school district as able.

F. Through the SBOT, inform the parents/guardians of potentially eligible CSCT/HSS students, the name of the CSCT/HSS provider in the school building that the student attends. If the parent/guardian agrees to the referral, the SBOT will inform the administration of the referral.

G. Prepare and provide, to the School District's administrators, additional information, and reports, as requested by the administrators, including but not limited to program participation, and various socio-economic information of the student's receiving services, and/or therapy by the SBOT. However, when the school district is not the funder of the services, in accordance with laws and regulations, the service provider may be restricted from providing some of the

additional information thatis requested by the administrators.

H. Upon termination of this Agreement, the Contractor agrees to immediately vacate the offices, no later than 3 business days after termination of this Agreement, provided by the School District, and to return the offices and office equipment to the condition they were issued in, adjusting for normal wear and tear.

2. School District's Duties.

School District agrees to provide the following to Contractor:

A. Provide an office for each SBOT in each school district facility where the school district requested a SBOT located. Each office will include a desk, a locking file cabinet, a desk chair, and chair(s) as needed. To establish office and equipment condition, a dual inspection and an inventory of the office and the equipment will be conducted by the service provider and the school district prior to the SBOT occupying the office. In addition to the office, each SBOT will be provided with internet access, copier access, parking, janitorial services, and a telephone. The school district will not provide cell phones and will not provide e-mail access to the school district's e-mail server. The service provider will provide its own computers, but the school district will provide technical support on the initial installation of the computers.

B. Inform the service provider of topics, dates and times of collaborative professional development opportunities offered/provided by the school district.

C. Support admissions to SBOT services, for students who are referred to the SBOT from sources outside of the process, when the services are requested by the parents/guardians and are available from the SBOT. The SBOT will inform the school's administrator, of these referrals, and of the parent/guardian request for services. The School District will not restrict access to those services that are requested by the parent/guardian outside of the process.

D. Through its Administrative Team s, evaluate all non-crisis referrals, and if appropriate, will refer the students to the CSCT/HSS, or will refer the students to the SBOT., These mental health therapy services are not funded by the school district. The service provider is responsible for obtaining the funding for these services.

EXHIBIT B

Business Associate Agreement

This Business Associate Agreement ("Agreement") is entered into and effective this 1st day of July, 2025 (the "Effective Date"), by and between East Helena Public School District ("Business Associate") and Intermountain Deaconess Children's Services, a Montana Non-Profit Corporation (the "Covered Entity"), (sometimes individually referred to as a "Party" and collectively as the "Parties").

The Parties have entered into an agreement(s) ("Services Agreement") pursuant to which Business Associate is providing certain services, as are more particularly described in the Services Agreement (the "Service(s)") to the Covered Entity that may require the use, creation of, transmittal, storage and/or disclosure of protected health information ("PHI"). Both Parties are committed to complying with the Privacy and Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HITECH Act of 2009 ("HITECH Act"). This Agreement sets forth the terms and conditions by which PHI that is provided to, or, transmitted, stored or received by the Business Associate from or on behalf of the Covered Entity, will be handled, stored and transmitted between the Covered Entity, the Business Associate, any subcontractor to Business Associate, and any third party during the term of this Agreement and after its termination. The Parties agree as follows:

1. GENERAL USE AND DISCLOSURE AND SECURITY.

1.1 Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement, or as Required by Law.

1.2 PHI is defined as detailed in Section 9, below. PHI may relate to the past, present or future Physical or mental health or condition of an individual, or the payment for the provision of health care to an individual. PHI identifies the individual who is the subject or based on which there is a reasonable basis to believe that the individual who is the subject can be identified.

1.3 Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and Physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Agreement and which reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that Business Associate either creates, receives, maintains, or transmits while performing the Services. Business Associate agrees that, if necessary, Covered Entity may be allowed to evaluate Business Associate's technical security controls and safeguards prior to entering into this Agreement. Business Associate shall also develop and implement policies and procedures and meet the Security Rule documentation requirements to the extent required by the HITECH Act.

2. PERMITTED USES AND DISCLOSURES OF PHI.

2.1 Business Associate may use or disclose PHI as necessary to perform its obligations under the Services Agreement, and as otherwise Required by Law. All other uses and disclosures of PHI not authorized by this Agreement are prohibited.

2.2 Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Covered Entity, except that:

a. Business Associate may use PHI received by Business Associate in its capacity as Business Associate for the Covered Entity, as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and

b. Business Associate may disclose PHI in connection with a function, responsibility, or service identified in (a) above, if such disclosure is either:

i. Required by Law; or

ii. Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and such person or entity notifies Business Associate of any instances of which it becomes that the confidentiality of the information has been breached.

3. REQUIREMENTS RELATED TO SCOPE OF USE AND DISCLOSURES.

3.1 Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for in this Agreement.

3.2 Business Associate shall report to the Covered Entity Privacy Officer, in writing c/o Privacy Officer, Intermountain Deaconess Children's Services, 3240 Dredge Drive, Helena, Montana 59602 , any use and/or disclosure of PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, including the discovery of a privacy or security breach of unsecured PHI as required by 45 C.F.R. 164.410, and any security incident of which it becomes aware, within two (2) business days of Business Associate's discovery of such unauthorized use and/or disclosure. Such notice shall include the identification of each Individual whose unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

3.3 Business Associate shall ensure that any subcontractor business associates that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information, in accordance with 45 C.F.R. § 164.502(e)(l)(ii) and § 164.308(b)(2).

a. In the event Business Associate becomes aware of a pattern of activity or practice of a subcontractor business associate that constitutes a material breach or violation of the subcontractor business associate's obligations under its agreement with Business Associate, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable,

and if such steps are unsuccessful, Business Associate shall terminate the agreement with the subcontractor business associate, if feasible.

3.4 Business Associate shall make available PHI in a Designated Record Set to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 C.F.R. § 164.524.

3.5 Business Associate shall make available all records, books, agreements, policies and procedures relating to the use or disclosure of PHI to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy & Security Rule, subject to attorney-client and other applicable legal privileges.

3.6 Within fourteen (14) days of receipt of a written request by the Covered Entity, Business Associate shall make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Covered Entity for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.

3.7 Business Associate shall make available PHI for amendment and incorporate any amendments to PHI as directed by the Covered Entity pursuant to 45 C.F.R. § 164.526, and take such other measures as directed by the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.526.

3.8 Within five (5) days of receiving a written request from the Covered Entity, Business Associate shall provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Individual's PHI in accordance with 45 C.F.R. §164.528.

3.9 To the extent Business Associate is to carry out one or more of the Covered Entity's obligation(s) under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3.10 Business Associate shall make all uses, disclosures and requests for PHI in accordance with the Covered Entity's minimum necessary policies and procedures.

3.11 Business Associate may de-identify PHI, provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(a)-(c).

3.12 Business Associate may provide data aggregation services relating to the Health Care Operations of the Covered Entity.

3.13 Business Associate may make any use or disclosure of PHI permitted under 45 C.F.R. § 164.512 except uses or disclosure for research are not permitted without the prior written approval of the Covered Entity.

3.14 Upon termination of this Agreement, Business Associate shall return the PHI to the Covered Entity in accordance with the Termination provisions of this Agreement and 45 C.F.R. § 164.504(e)(2)(ii)(J).

4. RESPONSIBILITIES OF THE COVERED ENTITY.

4.1 The Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices (the "Notice") that the Covered Entity provides to Individuals pursuant to 45 C.F.R. § 164.520, to the extent such limitation(s) may affect Business Associate's use or disclosure of PHI.

4.2 The Covered Entity shall notify Business Associate of any changes in, or revocation of, the authorization provided to the Covered Entity by Individuals pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent such changes may affect Business Associate's use or disclosure of PHI.

4.3 The Covered Entity shall notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of PHI by the Business Associate under this Agreement, including, but not limited to, any restriction on the use or disclosure of PHI the Covered entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of PHI.

4.4 The Covered Entity will not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

5. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI.

5.1 Responsibilities of Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the PHI constitutes a Designated Record Set, Business Associate hereby agrees to do the following:

a. At the request of, and in the time and manner designated by the Covered Entity, provide access to the PHI to the Covered Entity or the Individual to whom such PHI relates or his or her authorized representative in order to meet a request by such Individual under 45 C.F.R. § 164.524.

b. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to the Covered Entity or an Individual, in the time and manner identified by Covered Entity, information collected to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule and the HITECH Act.

5.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the PHI constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:

a. Notify the Business Associate, in writing, of any PHI that Covered Entity seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate shall provide such access.

b. Notify the Business Associate, in writing, of any amendment(s) to the PHI in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form and manner in which such amendment(s) shall be made.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

a. That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement including, without limitation, the requirement that modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures that are otherwise permitted under the Privacy or Security Rule will be communicated to the Business Associate, in writing, and in a timely fashion.

b. That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

c. Business Associate will verify through the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities ("LEIE") that none of its current or future members, shareholders, directors, officers, agents, employees or workforce members have been excluded from participation in Medicare, Medicaid, or other Federal healthcare programs. In addition, Business Associate will perform criminal background checks on each director, officer, agent, employee or other member of its workforce to verify that no such person has been convicted, under federal or state law, of a criminal offense related to (i) the neglect or abuse of a patient, (ii) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (iii) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any federal or state healthcare program operated by or financed in whole or in part by any federal, state or local government agency, or (iv) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance under a federal or state healthcare program. Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the

foregoing representations and warranties may be inaccurate or may become incorrect.

7. TERMS AND TERMINATION.

7.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 7. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 8.3 below.

7.2 Termination by the Covered Entity. In the event Business Associate breaches a material term of this Agreement, the Covered Entity may choose to either (a) terminate this Agreement immediately, or (b) provide Business Associate with written notice of the material breach, and provide Business Associate thirty (30) days to cure such material breach to the satisfaction of the Covered Entity. Failure to cure within thirty (30) days from the date of the written notice shall result in immediate termination of this Agreement and any Services Agreement.

7.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days prior written notice of its intention to terminate this Agreement; provided, however, that prior to terminating this Agreement, Business Associate agrees to cooperate with the Covered Entity to attempt to find a mutually satisfactory resolution to the matter.

7.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the last agreement in effect between the Parties.

7.5 Effect of Termination. Upon the event of termination pursuant to this Section 7, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. Business Associate shall notify the Covered Entity in writing if it is not feasible for the Business Associate to return or destroy such PHI. Such notification shall include: (a) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (b) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

8. MISCELLANEOUS.

8.1 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein.

8.2 Survival. The respective rights and obligations of Business Associate and the Covered Entity under the provisions of Sections 7.5, 8, 9 and Section 3 solely with respect to PHI Business Associate retains in accordance with Section 7.5 because it is not feasible to return or destroy such PHI, shall survive termination of this Agreement indefinitely. In addition, Section 5 shall survive termination of this Agreement, provided that the Covered Entity determines that the PHI being retained pursuant to Section 7.5 herein constitutes a Designated Record Set.

8.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rule of HIPAA as that legislation may be amended from time to time. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

8.4 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

8.5 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to Covered Entity, to:	If to Business Associate, to:
Intermountain Deaconess Children's Services c/o Privacy Officer 3240 Dredge Drive Helena, Montana 59602	_____ _____ _____ _____ _____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

8.6 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

8.7 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Business Associate Agreement, the Parties shall make good faith efforts to resolve such matters informally. In no event shall this clause effect a mutually agreed upon forum selection clause.

8.8 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy & Security Rule.

9. DEFINITIONS.

9.1 Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

9.2 Health Care Operations. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

9.3 Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

9.4 Privacy Officer. "Privacy Officer" shall have the same meaning as the term "privacy official" in 45 C.F.R. § 164.530(a)(1), as such provision is currently drafted and as it is subsequently updated, amended or revised.

9.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

9.6 PHI. "PHI" shall have the same meaning as the term "PHI" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised, limited to the information created or received by Business Associate from or on behalf of Covered Entity. "PHI" shall include all "electronic PHI" as that term is defined in 45 C.F.R. § 160.103, and as it is subsequently amended or revised.

9.7 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

9.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the first date written above.

COVERED ENTITY

INTERMOUNTAIN DEACONESS CHILDREN'S SERVICES

By:_____

Name: Jamie Palagi
Printed Name

Its: Chief Executive Officer

_____

By:_____

Name:_____
Printed Name

Its:_____

TRUSTEE RESOLUTION REQUESTING COUNTY CONDUCT ELECTION(S)

BE IT RESOLVED, the Board of Trustees for School District No.9, Lewis & Clark County, State of Montana, requests that Lewis & Clark County, State of Montana, conduct the following school elections for School District #9, Lewis & Clark County for fiscal year 2026:

 All Elections

In accordance with 20-20-417, MCA, the county will perform the duties imposed on the trustees and the clerk of the district for school elections in 20-20-203, 20-20-313 and 20-20-401, and deliver to the trustees, for the purpose of canvassing the vote, the certified tally sheets and other items as provided in 13-15-301.

Other elections duties not specified will be conducted by mutual agreement between the district clerk and the county election administrator.

Scott Walter

Signature of Board Chair

Jill Hoogerheide, Board Clerk

Signature of Board Clerk

DATED this 9th Day of June, 2025

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (the "Agreement") is entered into this ___ of _____, 2025 and effective on July 1, 2025 (the "Effective Date") by and between Intermountain Deaconess Children's Services, a non-profit corporation incorporated under the laws of the State of Montana (the "Contractor"), and East Helena Public Schools ("School District") (each a "party" and collectively the "parties").

RECITALS

A. School District operates public elementary, middle, and high school facilities (the "School") located in East Helena, MT.

B. Contractor is a corporation incorporated under the laws of the State of Montana. Contractor employs providers who specialize in providing behavioral and mental health services in Montana ("Providers"). Contractor's principal place of business located at 3240 Dredge Drive, Helena, Montana, MT.

C. East Helena Public Schools wishes to retain Contractor to perform Home Support Services ("HSS") to students in any of their current facilities who are authorized to receive HSS services ("Students").

D. Contractor agrees to provide HSS services through its Providers to Students as set forth in **Exhibit A**.

NOW, THEREFORE, in consideration of the foregoing and of the covenants herein contained, the parties hereto agree as follows:

AGREEMENT

1. **General Services**. Contractor agrees to provide the services set forth on the attached **Exhibit A** (collectively, the "Services") through or by Contractor's behavioral and mental health providers ("Providers"). The Agreement shall in no way affect the professional judgment of Providers in the practice of behavioral and mental health and in the delivery of Services.

2. **Term and Termination**. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue through June 30, 2026 (the "Termination Date"). Following the Termination Date, this Agreement may continue on a month-to-month basis, provided it may be terminated following the Termination Date with thirty (30) days prior written notice by either party to this Agreement. This Agreement may also be terminated by either party, at any time, with or without cause upon 30-days written notice to the other party.

3. **Compensation**. In consideration for Contractor's performance of the Services and obligations under this Agreement, and to secure available of Services to Students, School District shall compensate Contractor in accordance with the terms set forth in **Exhibit B**.

4. **Space and Equipment for Delivery of Services.** School District will supply a mutually acceptable treatment space and equipment exclusive to Contractor and Providers for the

provision of Services under such terms as are described in **Exhibit A.** Treatment space shall be made exclusively available to Providers and Contractor and its staff during School District's normal business hours and as required to provide appropriate care to Students. Providers shall prominently display a name badge identifying Provider's credentials and that Provider is affiliated with Contractor. The space may only be utilized for the delivery of Services to Students and for other duties, including administrative duties associated with the delivery of Services to Students.

5. **Independent Contractor Status**. Contractor is an independent contractor for all purposes and in all situations in the delivery of Services under this Agreement. Contractor has the right to control the activities and means by which Contractor's Services under this Agreement are carried out and the right to exercise independent judgment. In all matters related to this Agreement, Contractor will be acting as an independent contractor, and neither Contractor nor any employee or agent of Contractor will be an employee of the School District within the meaning or application of any federal, state or local income or unemployment insurance laws, employee benefit laws, social security, workers' compensation or industrial laws, or otherwise. Contractor shall be responsible for all taxes owed on amounts paid to it under this Agreement. Contractor shall be responsible for payment of all applicable federal, state and local taxes or similar governmental charges incurred in connection with the performance of its activities under this Agreement, including without limitation federal withholding and unemployment taxes, income taxes, Social Security taxes, and worker's compensation premiums. All Providers shall be deemed employees or subcontractors of Contractor and will not be considered employees, agents or subcontractors of School District for any purpose whatsoever.

6. **HIPAA and FERPA Compliance.**

(a) *Protected Health Information*. Contractor and School District agree to maintain the privacy and security of any individually identifiable patient health information received from or created for Contractor in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996, set forth at 45 C.F.R. parts 160 and 164 (collectively "HIPAA"), and 42 C.F.R Part 2 and agrees to take such actions as are necessary and appropriate in connection therewith. Contractor agrees to execute the business associate agreement found under **Exhibit C**.

(b) *Educational Records*. The Parties agree to protect the educational records of participating Student(s) in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g; 34 CFR Part 99. FERPA is a federal law that protects the privacy of Student records as related to their educational experience. The Parties shall not disclose or share records with a third party without the prior written consent of the participating Student. School District shall have sole responsibility for maintaining all educational records relating to the individual Students. Any and all documentation, including oral and written reports, related to a Student that is created, obtained, or maintained by or on behalf of Contractor and/or Provider shall be kept strictly confidential, is privileged, and shall not be disclosed to School District; provided, however, under certain circumstances and to the extent permitted or required by law, disclosure of such information may be made by Contractor and/or Provider if it is determined

by Contractor and/or Provider that disclosure may be necessary to protect the life, health or safety of individuals within School District, provider's medical staff, Student, patients, or the general public. Confidentiality of all records shall be maintained by all Parties hereto at all times, unless disclosure is required by law or as otherwise set forth herein, and School District agrees to inform School Staff of the confidential nature of all Contractor's patients and records, and of their obligations to protect the privacy and security of all protected health information. The provisions of this Section shall survive the termination of this Agreement.

(c) *Consent.* The Contractor will require a consent from Student to disclose information to School District

(d) *Breach.* Each Party agrees to the notify the other Party of a suspected and known breach.

(e) *Survival.* This Paragraph 6 shall survive termination of this Agreement. Company may take any steps legally available, in law or equity, to enforce Contractor's obligations under this Paragraph 6, and Contractor shall pay any and all costs (including attorney's fees and costs) incurred by Company to enforce Contractor's obligations under this Paragraph 6.

7. **Referral/Enrollment Process.** School District and Contractor shall refer and enroll Students for the Services in accordance with Montana Law. Notwithstanding any other provision of the Agreement, School District shall obtain written consent from the parent or legal guardian of the Student before a Provider shall provide the Services to the Student, pursuant to Mont. Code Ann. § 40-6-702.

8. **Records; Inspection.** Contractor and School District shall each maintain books, records, and documents in accordance with federal and state medical documentation requirements, accounting procedures and practices that sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. All service/program notes, books, medical records, documents, or other materials associated with this Agreement shall be subject to reasonable inspection, review, or audit by either party or other legally recognized entities, during usual business hours and upon prior notice. Each party shall retain all records under this Agreement for seven (7) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.

9. **Professional Liability Insurance for Contractor.** Contractor shall provide or shall require Providers to provide professional liability coverage during, and tail coverage upon termination of this Agreement. Such policies will have customary standard limits, but not less than $1 million occurrence and $2 million in the aggregate.

10. **Commercial General Liability Insurance.** Contractor and School District shall each maintain insurance for bodily injury and property damage for limits not less than $1,000,000 per occurrence ($2,000,000 aggregate) including coverage for subcontractor's obligations, operations, premises, independent contractors, products/completed operations, personal injury, and advertising injury.

11. **Indemnification by Contractor.** The Contractor agrees to defend, indemnify, and hold the School District, its employees, and agents, harmless for and against any, and all, claims, losses, liabilities, or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of:

a. Acts or omissions of the Contractor, its employees or agents;
b. The negligence or willful misconduct of the Contractor its employees or agents;
c. Claims by current or former employees of the Contractor relating to their employment and/or provision of services under this Agreement;
d. Payback that occurs as a result of violations of the Contractor's implementation of any insurer rules and standards;
e. A breach by the Contractor of its obligations under this Agreement.

The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

12. **Indemnification by School District.** The School District agrees to defend, indemnify, and hold the Contractor, its employees, and agents, harmless from any, and all, claims, losses, liabilities, or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of:

a. Acts or omissions of the School District, its employees or agents;
b. The negligence or willful misconduct of the School District, its employees, or agents; and
c. A breach by the School District of its obligations under this Agreement.

The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

13. **No Partnership or Third Party Rights.** Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between the parties hereto. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party, and no such other person shall have any right or cause of action hereunder. Contractor shall have no authority to bid, obligate or commit the Contractor by any promise or representation.

14. **Compliance with Law**. In connection with performing the Services under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor warrants to School District that it has secured all licenses and bonds necessary for performance of the Services.

15. **Taxes**. Because Contractor is an independent contractor, (a) School District shall not withhold or pay payroll or employment taxes of any kind with respect to any amounts paid under this Agreement, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax, and state reemployment insurance benefits tax, (b) School District shall not provide Contractor or Contractor's agents, Providers, etc. with workers

compensation, reemployment benefits or any other benefits, including, but not limited to, malpractice, health, life and disability insurance, salary, bonuses, vacation, sick and other leaves of absence, and retirement plan benefits, and (c) Contractor shall make all filings with and payments to the Internal Revenue Service and state and local taxing authorities as are appropriate to Contractor's status as an independent contractor.

16. **Contract Modifications for Prospective Legal Events.** In the event of the passage of any law (state or federal), promulgation of any regulation by a governmental agency or authority, issuance of any ruling or interpretation of any statute or regulation by any governmental agency having jurisdiction over the subject matter, or the decision or interpretation of any court of competent jurisdiction, governmental agency, or board that would render any provision hereof violative of any federal or state law or regulation or otherwise thwart the purpose of this Agreement, the parties agree to negotiate in good faith a modification hereto as may be reasonably necessary to avoid such violation or bring this Agreement into compliance with such law, regulation, ruling, decision, or interpretation.

17. **Notices; Address for Payment**. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement, or any other agreement executed in connection therewith, shall be in writing and to the appropriate party at the addresses set forth below:

Contractor: Intermountain Deaconess Children's Services
Attn: Chief Executive Officer
3240 Dredge Drive
Helena, Montana 59602

School District: Superintendent
East Helena Public Schools
226 E Clinton
PO Box 1280
East Helena, MT 59635

18. **Assignment**. Contractor shall solely perform the Services. Contractor will not sub-contract or assign any aspect of performing the Services without the written consent of School District.

19. **Use of Premises**. When providing the Services hereunder, Contractor agrees not to use, or permit any of Contractor's Representatives to use, any part of the Space for any purpose other than the performance of the Services. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of School shall be used at any time as an office for engaging in any business activities unrelated to the Services provided under this Agreement.

20. **Professional Conduct**. Neither Contractor nor any Contractor's Representative shall engage in any personal or professional conduct that does or may adversely affect the delivery of Services under this Agreement, the health or safety of School District's Students or the effective and harmonious operation or reputation of Company.

21. **Conflict of Interest**. Contractor and Contractor's Representative shall not enter into any arrangement or pursue conduct that presents a conflict of interest or materially interferes with Contractor's or Contractor's Representative's performance of duties under this Agreement.

22. **Excluded Person**. Neither Contractor nor any of Contractor's Representatives is now or has ever been excluded, sanctioned, debarred, or otherwise made ineligible from participation in any government sponsored program, including any federal or state health care program (e.g., Medicare, Medicaid). Relatedly, no proceedings, investigations, or inquiries are currently pending or threatened by any federal or state agency as a result of which Contractor or any Contractor's Representative could be excluded, sanctioned, debarred or otherwise made ineligible from participation in any government sponsored program or sanctioned for any violation of any rule or regulation of such programs (excluding denial of reimbursement or payment of any specific claim or claims). Contractor will immediately provide written notice to Company of any such pending or threatened investigation or inquiry upon becoming aware of such investigation or inquiry.

23. **Charge or Conviction**. Neither Contractor nor any Contractor's Representative has been convicted of, or entered a plea of guilty or nolo contendere, to any misdemeanor charge related to the delivery of health care services, any felony, any drug-related crime, or any other crime involving moral turpitude (e.g., theft, fraud, embezzlement, or similar crime of dishonesty), whether or not sentence is imposed.

24. **Legal Authorization to Work**. Contractor and each of Contractor's Representatives are legally authorized to work in the United States in the capacity indicated under this Agreement.

25. **Severability and No Violation**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

26. **Resolution of Disputes and Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Montana and Contractor hereby agrees to the jurisdiction and venue of the State of Montana with respect to any dispute arising out of this Agreement. All parties agree that no party shall be entitled to, or recover for, consequential, punitive, exemplary or extraordinary damages.

27. **Non-Waiver**. A delay or failure by either party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

28. **Entire Contract**. This Agreement and the Exhibits attached hereto constitute the entire understanding and agreement between School District and Contractor with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, expressed or implied with regard thereto.

29. **Amendments in Writing.** This Agreement may be amended only by a written instrument executed by both parties.

30. **Additional Documents.** Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

31. **Confidentiality.** All terms of this Agreement, including all Exhibits, are confidential and may not be disclosed except to each party's attorneys, Contractor's Board of Directors, accountants (or other similar financial consultants), by written agreement of the parties and/or as ordered by a Court order.

32. **Executed Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart. Delivery of an executed counterpart signature page by electronic signature, facsimile or other electronic delivery of a scan or image of an executed counterpart signature page is as effective as execution and delivery of a manually executed counterpart signature page to this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth in the preamble hereto.

CONTRACTOR: Intermountain Deaconess Children's Services

By: _____

Printed Name: Jamie Palagi

Its: CEO

SCHOOL DISTRICT:

By: _____

Printed Name: _____

Its: _____

EXHIBIT A
Services

1. Contractor's Duties.

Contractor shall provide the Services through Contractor and Contractor's Providers to the School District as follows:

A. Contractor agrees to render HSS services as defined in the State of Mont. Admin. R. 37.87.1401. For the purposes of this Agreement, Home Support Services or "HSS" shall mean mental health center services as defined in the State of Montana pursuant to Mont. Admin. R. 37.87.1401. HSS services include group and individual parent skill building, group and individual child skill building, family skill building sessions, and skill development support in the school setting.

B. Contractor shall maintain clinical records including service documentation supporting the provision of HSS services.

C. Contractor agrees to bill third party insurers, client and/or student families for all HSS Services provided to Students as applicable to satisfy third party liability requirements and the requirements of any insurance coverage or other third-party payment sources. Contractor retains all money it collects for Services.

D. School District agrees to provide space for Contractor's employees within East Helena Public Schools.

E. Contractor agrees to complete a background check on all employees and Contractor employees will comply with and honor the School District's drug/alcohol, anti-discrimination, and weapons policies.

Contractor's employees will complete a screening process that includes a criminal history and child protective service background check prior to their employment per Contractor's hiring policy. Proof of successful completion of background check for each employee will be submitted to the School District upon request. Any covered employee that has not successfully completed a background check will not be permitted on School District property. Contractor will not assign any covered employee with a disqualifying criminal history work at the School District. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the site and notify the School District in writing within three business days. If the School District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services as part of this Agreement. Contractor will take precautions to ensure that the employees of Contractor and any associate with disqualifying criminal history will not be present on School District's property. Contractor will ensure that these precautions or conditions continue throughout the time services are provided.

For the purposes of this subsection, "covered employees" means employees, agents or associates of Contractor who has or will have continuing duties related to the services to be performed as part of this Agreement on School District's property and has or will have direct contact with School District's students. School District will decide what constitutes direct contact with School District's students. "Disqualifying Criminal History" means any conviction or other criminal history information designated by the School District's policy that would normally render a potential School District employee unfit to work in a public School District within the School District's School District. Copies of written School District's policies are available upon request.

F. Contractor shall enforce the School District's alcohol-free, drug- free, tobacco-free, harassment-free, discrimination-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, associates, and all other persons carrying out the Agreement. Contractor Provider shall require all workers, whether Contractor's own forces or the forces of Contractor's associates, while on School District's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate or discriminatory behavior interactions of any nature whatsoever with students and employees.

G. Contractor understands and agrees to follow School District prohibition on weapons, alcohol, tobacco, nicotine, and forms of discriminatory or harassing behavior on the School District's property. This prohibition extends to Contractor's forces, agents, employees, associates, and sub-associates. The weapon prohibition applies whether or not the Contractor employee has a permit for a concealed weapon.

Any individual found by the School District to have violated these restrictions is subject to permanent removal from the site, at School District's request. Contractor shall place similar language in its subcontract agreements, requiring its associates and sub-associates to be responsible for their own forces and Contractor shall cooperate with the School District to ensure associate and sub-associate compliance.

H. Contractor shall not use the image or likeness of School District 's facilities or School District's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of School District, without School District's prior written consent. Contractor shall not have any authority to advertise or claim that School District endorses Contractor's services, without School District's prior written consent.

I. Contractor shall not disclose any confidential information which comes into the possession of Contractor at any time during the Agreement, including but not limited to, the location and deployment of security devices, security access codes, student likenesses, student record information, or employee information.

J. Absent workforce shortages or otherwise, Contractor will make efforts to keep HSS teams fully staffed. The School District recognizes that at times Contractor will have vacant positions. Contractor and School District will work together to ensure the youth needs are covered, as appropriate and within reasonable ability of Contractor.

K. Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the services hereunder, and shall deliver promptly to School District all property relating to the business and work of the School District. Such property shall include but not be limited to all student records, office space, phone, computer, printer, internet, and reasonable office supplies.

L. School District and Contractor will work to resolve any disputes regarding the sharing of information quickly as to not inhibit the services provided to children.

2. School District's Duties.

School District agrees to provide the following to Contractor:

A. The School District will allow HSS staff access to School District buildings, transportation (where applicable) during non-School District business hours, including holidays, PIR, evenings/weekends, and over summer months when School District is not in session.

B. The School District will identify the role of the School District counselor, School District social worker, and School District psychologist, as appropriate, in the provision of mental health services and support to the youth including coordination with the HSS program.

C. The School District recognizes that at times Contractor will have vacant positions. Contractor and CFBGC will work together to ensure the youth needs are covered, as appropriate and within reasonable ability of Contractor.

D. School District's employees will respect the privacy of clients and will inform and train their staff on basic privacy rules. School District and Contractor will work to resolve any disputes regarding the sharing of information quickly as to not inhibit the services provided to children.

E. Technology.
   i. The School District agrees to not utilize any audio or video recording equipment in spaces directly designated for the Contractor to provide Services (e.g., in offices where therapy is provided). Privacy is an important aspect of the care provided by the Contractor and the School District must comply with the Montana Pupil Online Personal Information Protection Act and secure data privacy agreements with all applicable providers.
   ii. The School District will provide access to Internet resources to the Contractor in the form of wired or wireless connections. Contractor requires that Internet traffic is not intercepted or curtailed in a way that would prevent reasonable access to complete the services noted in this

agreement. This includes utilizing methods such as SSL encryption that would allow the School District to decrypt traffic without the Contractor being alerted. The Contractor recognizes that the School District is subject to provisions of 47 U.S. Code § 254 - Universal service including the Childhood Internet Protection Act (CIPA). While the Contractor is not subject to CIPA, the Contractor agrees to maintain a reasonable software solution that is actively and centrally monitored that will provide content filtering, security protection (IPS, Firewall, Anti-virus/malware, etc.) and include protections that would comply with CIPA requirements for offensive material. The Contractor does not allow children to utilize Contractor-owned equipment without supervision under any circumstance.

iii. The School District may provide the Contractor with access to a School District email account or other resources. The School District may require Contractor employees to agree to or sign an acceptable use agreement as long as the requirements do not inhibit any of the privacy or technology requirements of this agreement. The School District may wish to do this in order to provide seamless scheduling and communication with children. The School District is responsible for determining appropriate access and disclosure of information within their own policy and procedures.

EXHIBIT B
Compensation

1. Contractor will provide HSS services to enrolled Students authorized to receive HSS services.

2. Contractor agrees to bill third party insurers, client and/or student families for all HSS Services provided to Students as applicable to satisfy third party liability requirements and the requirements of any insurance coverage or other third-party payment sources.

EXHIBIT C

Business Associate Agreement

This Business Associate Agreement ("Agreement") is entered into and effective this 1st day of July, 2025 (the "Effective Date"), by and between East Helena Public Schools ("Business Associate") and Intermountain Deaconess Children's Services, a Montana Non-Profit Corporation (the "Covered Entity"), (sometimes individually referred to as a "Party" and collectively as the "Parties").

The Parties have entered into an agreement(s) ("Services Agreement") pursuant to which Business Associate is providing certain services, as are more particularly described in the Services Agreement (the "Service(s)") to the Covered Entity that may require the use, creation of, transmittal, storage and/or disclosure of protected health information ("PHI"). Both Parties are committed to complying with the Privacy and Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HITECH Act of 2009 ("HITECH Act"). This Agreement sets forth the terms and conditions by which PHI that is provided to, or, transmitted, stored or received by the Business Associate from or on behalf of the Covered Entity, will be handled, stored and transmitted between the Covered Entity, the Business Associate, any subcontractor to Business Associate, and any third party during the term of this Agreement and after its termination. The Parties agree as follows:

1. GENERAL USE AND DISCLOSURE AND SECURITY.

1.1 Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement, or as Required by Law.

1.2 PHI is defined as detailed in Section 9, below. PHI may relate to the past, present or future physical or mental health or condition of an individual, or the payment for the provision of health care to an individual. PHI identifies the individual who is the subject or based on which there is a reasonable basis to believe that the individual who is the subject can be identified.

1.3 Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Agreement and which reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that Business Associate either creates, receives, maintains, or transmits while performing the Services. Business Associate agrees that, if necessary, Covered Entity may be allowed to evaluate Business Associate's technical security controls and safeguards prior to entering into this Agreement. Business Associate shall also develop and implement policies and procedures and meet the Security Rule documentation requirements to the extent required by the HITECH Act.

2. PERMITTED USES AND DISCLOSURES OF PHI.

2.1 Business Associate may use or disclose PHI as necessary to perform its obligations under the Services Agreement, and as otherwise Required by Law. All other uses and disclosures of PHI not authorized by this Agreement are prohibited.

2.2 Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Covered Entity, except that:

a. Business Associate may use PHI received by Business Associate in its capacity as Business Associate for the Covered Entity, as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and

b. Business Associate may disclose PHI in connection with a function, responsibility, or service identified in (a) above, if such disclosure is either:

i. Required by Law; or

ii. Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and such person or entity notifies Business Associate of any instances of which it becomes that the confidentiality of the information has been breached.

3. REQUIREMENTS RELATED TO SCOPE OF USE AND DISCLOSURES.

3.1 Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for in this Agreement.

3.2 Business Associate shall report to the Covered Entity Privacy Officer, in writing c/o Privacy Officer, Intermountain Deaconess Children's Services, 3240 Dredge Drive, Helena, Montana 59602 , any use and/or disclosure of PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, including the discovery of a privacy or security breach of unsecured PHI as required by 45 C.F.R. 164.410, and any security incident of which it becomes aware, within two (2) business days of Business Associate's discovery of such unauthorized use and/or disclosure. Such notice shall include the identification of each Individual whose unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

3.3 Business Associate shall ensure that any subcontractor business associates that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information, in accordance with 45 C.F.R. § 164.502(e)(l)(ii) and § 164.308(b)(2).

a. In the event Business Associate becomes aware of a pattern of activity or practice of a subcontractor business associate that constitutes a material breach or violation of the subcontractor business associate's obligations under its agreement with Business Associate, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable,

and if such steps are unsuccessful, Business Associate shall terminate the agreement with the subcontractor business associate, if feasible.

3.4 Business Associate shall make available PHI in a Designated Record Set to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 C.F.R. § 164.524.

3.5 Business Associate shall make available all records, books, agreements, policies and procedures relating to the use or disclosure of PHI to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy & Security Rule, subject to attorney-client and other applicable legal privileges.

3.6 Within fourteen (14) days of receipt of a written request by the Covered Entity, Business Associate shall make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Covered Entity for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.

3.7 Business Associate shall make available PHI for amendment and incorporate any amendments to PHI as directed by the Covered Entity pursuant to 45 C.F.R. § 164.526, and take such other measures as directed by the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.526.

3.8 Within five (5) days of receiving a written request from the Covered Entity, Business Associate shall provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Individual's PHI in accordance with 45 C.F.R. §164.528.

3.9 To the extent Business Associate is to carry out one or more of the Covered Entity's obligation(s) under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3.10 Business Associate shall make all uses, disclosures and requests for PHI in accordance with the Covered Entity's minimum necessary policies and procedures.

3.11 Business Associate may de-identify PHI, provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(a)-(c).

3.12 Business Associate may provide data aggregation services relating to the Health Care Operations of the Covered Entity.

3.13 Business Associate may make any use or disclosure of PHI permitted under 45 C.F.R. § 164.512 except uses or disclosure for research are not permitted without the prior written approval of the Covered Entity.

3.14 Upon termination of this Agreement, Business Associate shall return the PHI to the Covered Entity in accordance with the Termination provisions of this Agreement and 45 C.F.R. § 164.504(e)(2)(ii)(J).

4. RESPONSIBILITIES OF THE COVERED ENTITY.

4.1 The Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices (the "Notice") that the Covered Entity provides to Individuals pursuant to 45 C.F.R. § 164.520, to the extent such limitation(s) may affect Business Associate's use or disclosure of PHI.

4.2 The Covered Entity shall notify Business Associate of any changes in, or revocation of, the authorization provided to the Covered Entity by Individuals pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent such changes may affect Business Associate's use or disclosure of PHI.

4.3 The Covered Entity shall notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of PHI by the Business Associate under this Agreement, including, but not limited to, any restriction on the use or disclosure of PHI the Covered entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of PHI.

4.4 The Covered Entity will not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

5. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI.

5.1 Responsibilities of Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the PHI constitutes a Designated Record Set, Business Associate hereby agrees to do the following:

a. At the request of, and in the time and manner designated by the Covered Entity, provide access to the PHI to the Covered Entity or the Individual to whom such PHI relates or his or her authorized representative in order to meet a request by such Individual under 45 C.F.R. § 164.524.

b. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to the Covered Entity or an Individual, in the time and manner identified by Covered Entity, information collected to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule and the HITECH Act.

5.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the PHI constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:

a. Notify the Business Associate, in writing, of any PHI that Covered Entity seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate shall provide such access.

b. Notify the Business Associate, in writing, of any amendment(s) to the PHI in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form and manner in which such amendment(s) shall be made.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

a. That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement including, without limitation, the requirement that modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures that are otherwise permitted under the Privacy or Security Rule will be communicated to the Business Associate, in writing, and in a timely fashion.

b. That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

c. Business Associate will verify through the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities ("LEIE") that none of its current or future members, shareholders, directors, officers, agents, employees or workforce members have been excluded from participation in Medicare, Medicaid, or other Federal healthcare programs. In addition, Business Associate will perform criminal background checks on each director, officer, agent, employee or other member of its workforce to verify that no such person has been convicted, under federal or state law, of a criminal offense related to (i) the neglect or abuse of a patient, (ii) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (iii) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any federal or state healthcare program operated by or financed in whole or in part by any federal, state or local government agency, or (iv) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance under a federal or state healthcare program. Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the

foregoing representations and warranties may be inaccurate or may become incorrect.

7. TERMS AND TERMINATION.

7.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 7. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 8.3 below.

7.2 Termination by the Covered Entity. In the event Business Associate breaches a material term of this Agreement, the Covered Entity may choose to either (a) terminate this Agreement immediately, or (b) provide Business Associate with written notice of the material breach, and provide Business Associate thirty (30) days to cure such material breach to the satisfaction of the Covered Entity. Failure to cure within thirty (30) days from the date of the written notice shall result in immediate termination of this Agreement and any Services Agreement.

7.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days prior written notice of its intention to terminate this Agreement; provided, however, that prior to terminating this Agreement, Business Associate agrees to cooperate with the Covered Entity to attempt to find a mutually satisfactory resolution to the matter.

7.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the last agreement in effect between the Parties.

7.5 Effect of Termination. Upon the event of termination pursuant to this Section 7, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. Business Associate shall notify the Covered Entity in writing if it is not feasible for the Business Associate to return or destroy such PHI. Such notification shall include: (a) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (b) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

8. MISCELLANEOUS.

8.1 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein.

8.2 Survival. The respective rights and obligations of Business Associate and the Covered Entity under the provisions of Sections 7.5, 8, 9 and Section 3 solely with respect to PHI Business Associate retains in accordance with Section 7.5 because it is not feasible to return or destroy such PHI, shall survive termination of this Agreement indefinitely. In addition, Section 5 shall survive termination of this Agreement, provided that the Covered Entity determines that the PHI being retained pursuant to Section 7.5 herein constitutes a Designated Record Set.

8.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rule of HIPAA as that legislation may be amended from time to time. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

8.4 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

8.5 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to Covered Entity, to:	If to Business Associate, to:
Intermountain Deaconess Children's Services c/o Privacy Officer 3240 Dredge Drive Helena, Montana 59602	_____ _____ _____ _____ _____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

8.6 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

8.7 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Business Associate Agreement, the Parties shall make good faith efforts to resolve such matters informally. In no event shall this clause effect a mutually agreed upon forum selection clause.

8.8 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy & Security Rule.

9. DEFINITIONS.

9.1 Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

9.2 Health Care Operations. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

9.3 Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

9.4 Privacy Officer. "Privacy Officer" shall have the same meaning as the term "privacy official" in 45 C.F.R. § 164.530(a)(1), as such provision is currently drafted and as it is subsequently updated, amended or revised.

9.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

9.6 PHI. "PHI" shall have the same meaning as the term "PHI" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised, limited to the information created or received by Business Associate from or on behalf of Covered Entity. "PHI" shall include all "electronic PHI" as that term is defined in 45 C.F.R. § 160.103, and as it is subsequently amended or revised.

9.7 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

9.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the first date written above.

COVERED ENTITY	**SCHOOL DISTRICT**
INTERMOUNTAIN DEACONESS CHILDREN'S SERVICES	EAST HELENA PUBLIC SCHOOLS

By:_____ By:_____

Name: Jamie Palagi
Printed Name

Name:_____
Printed Name

Its: CEO

Its:_____