AGREEMENT

THIS Agreement ("Agreement") is made on 8th day of June, 2026, by and between Intermountain Deaconess Children's Services, 3240 Dredge Drive, Helena, MT 59601, hereinafter referred to as "Contractor", and East East Helena School District, 1280 Academic Street, East Helena, MT 59635, hereinafter referred to as "District".

WHEREAS, Contractor provides an array of mental health services to emotionally disturbed youth, including Home Support Services (HSS) in accordance with Mont. Admin. R. 37.87.702 and 37.87.1401-37.87.1415; and

WHEREAS, the District wishes to offer a space to allow Contractor to provide HSS to eligible students within the school setting;

WHEREAS, mental health services are necessary and important for kids, and HSS services in the school setting in space provided by the District benefit eligible students; and

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Services

Contractor shall assign a qualified mental health employees supervised by Contractor to provide HSS at locations to be determined by the District. Contractor's services herein shall not duplicate or supplant mental health services provided by a different service provider in accordance with Montana's Comprehensive School and Community Treatment program. Contractor's mental health providers may also provide training and education for school staff and support staff at the request of the District. All Contractor HSS services require the written consent of the student's parent or guardian. Contractor shall maintain clinical records including service documentation supporting the provision of HSS services.

2. Contractor's Duties

(a) Billing. Contractor may bill in accordance with Medicaid and/or third-party insurance requirements and in accordance with parental consent, bill services during the school day to Medicaid or another third-party insurer. The District shall not be responsible for determining the propriety of billing for allowable services nor shall it be responsible for any billing duties, including but not limited to resolution of billing disputes. The type of service provided shall not be adjusted to meet billing requirements. The type of services must meet the scope of services contemplated herein. Contractor shall not provide nor shall it bill any services that are duplicative of another service provider located within a District school who may be billing for such service.

Contractor shall indemnify, defend, and hold the District harmless from and against any claim, dispute, or damages resulting from Contractor's billing of behavioral services to Medicaid or

other third-party insurer. The District shall not have any financial responsibility to Contractor for the services provided herein.

(b) Parental Consent. With parental consent, Contractor may provide billable HSS services to and/or care coordination for clients of Contractor, who are District students at District schools, or other settings, including but not limited to individual and group psychotherapy in the same manner as it provides other HSS services. Contractor shall not provide any HSS or other mental health services to clients on District property without parental consent.

(c) Qualifications. Contractor warrants and represents that its assigned employee possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement. Contractor agrees to provide services in a diligent, efficient, competent and skillful manner commensurate with the applicable standards of the profession and to devote such time as is necessary to perform the services required under this Agreement in accordance with applicable professional standards.

(d) Background Checks. If permitted by law, Contractor agrees to provide the results from fingerprint background checks to the District's superintendent for review. The District has the right to make reasonable objection to the assignment of any Contractor employee to a District school based upon the results of such fingerprint background check. In the event that the fingerprint background check results cannot be shared by Contractor with the District, Contractor agrees to provide annual certification to the District that it has obtained fingerprint criminal background checks for its new employees, representatives, and agents performing services under this Agreement and that none of these employees, representatives, or agents have been convicted for crimes against children or crimes involving violence or are the subject of a substantiated finding of child abuse by a child protective services agency or by any other state agency. Contractor is not required to obtain annual criminal background checks for employees, representatives or agents if Contractor has previously obtained a criminal background check and Contractor's annual certification includes those employees. Any Contractor employee that has not successfully completed a background check will not be permitted on District property. Contractor will not assign any covered employee with a disqualifying criminal history work at the District.

3. Duties of the District

The District will provide Contractor with office space and Internet access to provide the services pursuant to this Agreement. The parties agree that the provision of these items does not alter the independent service provider status of Contractor with regard to services provided under the terms of this Agreement. The District agrees to provide Contractor personnel access to the designated spaces during the instructional day, during summer and holiday breaks, and during any other school holidays that Contractor does not recognize.

The space provided will be within the school buildings in which services are provided and will be of sufficient size to ensure confidentiality and privacy. In providing the space the

District agrees to respect the privacy of the Contractor by not installing or utilizing any observation equipment such as two-way mirrors or audio/video recording equipment, or otherwise utilizing technology to monitor the space. The space should have reasonable acoustic privacy that provides reasonable confidentiality to students from neighboring spaces. Contractor staff agree to utilize locking file cabinets or remove Protected Health Information (PHI) from the space and to protect PHI from being observed in the space in order for the District to provide services such as maintenance or housekeeping. Contractor agrees to notify the District promptly of any potential or actual concerns regarding the space. Contractor agrees not to make permanent modifications to the space (installing equipment, wall anchors, etc.) without consulting with the District.

Upon termination of this Agreement, Contractor shall immediately vacate the space within the designated spaces.

4. Relationship of the Parties; Independent Contractor Status

(a) This Agreement is not intended to constitute or create a joint venture, partnership or formal business organization of any kind whatsoever among and between the parties, and their respective rights and obligations will be only those expressly set forth herein. Neither party will have any authority to bind the other except to the extent authorized herein.

Employees and agents of each party shall not be deemed to be employees or agents of the other party.

(b) 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.

5. Cooperation

The Contractor shall promptly notify the building principal of any parental concerns regarding HSS services. The District and Contractor shall work cooperatively to promptly resolve any conflicts between District and Contractor staff. In the event that the District views conduct of

the Contractor employee as a risk to the safety or welfare of any District student, is engaging in disruption of school operations, or is not meeting the professional standards expected by the District, the District reserves the right to deny continued access to or use of the building to the individual.

6. Term

Contractor may commence performance of services identified in this Agreement on the 1st day of July, 2026, and shall complete performance of this Agreement by the 30th day of June, 2027.

7. Confidentiality

Each party agrees to maintain the confidentiality requirements of Montana state law, Family Educational Rights Privacy Act (FERPA), Health Information and Portability Accountability Act (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH). Both parties agree they will not use or disclose to third parties any confidential or proprietary information it has received from the other without express written consent of that other party. As used herein, confidential or proprietary information does not include information in the public domain. The parties agree to act in good faith to preserve the confidentiality contemplated hereunder. As part of this obligation of confidentiality, each party shall restrict the dissemination and availability of the confidential or proprietary information received from the other party to those employees and agents having a need to know.

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.

Minimum necessary health or student records may be disclosed between the parties in accordance with HIPAA and/or FERPA in the event of an emergency where there is a risk to the child or health and safety of the public.

The parties shall obtain consent from parents or legal guardians regarding the sharing of information between school staff and Contractor in compliance with HIPAA and FERPA.

8. Insurance and Workers' Compensation

(a) Contractor agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated with insurance carriers that are licensed in the state(s) where the services will be performed.

i. COMMERCIAL GENERAL LIABILITY insurance for Bodily Injury and Property Damage for limits not less than $1,000,000 per occurrence / $2,000,000

aggregate operations, promises, independent contractors, products/completed operations, personal injury and advertising injury.

ii. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY insurance in the state(s) where the work will be performed whether or not required by law with statutory, limits for workman's' compensation and limits not less than $1,000,000 each accident; $1,000,000 each employee; $1,000,000 each disease including occupational disease.

iii. PROFESSIONAL LIABILITY in the amount of $2,000,000.

A combination of primary and UMBRELLA/EXCESS liability policies will be acceptable in order to meet the required limits. All of the above policies shall be written on an occurrence form. Claims-made forms are not acceptable except for Professional Liability. Upon the request of School District, Contractor will submit a standard ACORD Certificate of Insurance signed by an authorized agent or representative of the insurance companies evidencing that the above required policies and limits are in effect. All Contractor policies shall provide that the insurance coverage provided will be primary and noncontributory with any other applicable insurance. No reduction in coverage or cancellation of policies shall be affected without first giving the School District 30 days written notice. The policies (except for workers' compensation) shall name the District as an additional insured.

(b) Insurance by School District. School District shall maintain or caused to be maintained general liability insurance covering School District, its agents, and employees, with minimum limits of $1 million per occurrence and $2 million annual aggregate. Upon request, School District shall deliver to Contractor a certificate or certificates evidencing the insurance coverage required to be maintained pursuant to this section.

9. Termination

This Agreement may be terminated at any time for any reason with 30 days' notice by either party.

The parties recognize that a parent or guardian of a student has the right terminate consent for the provision of HSS services at any time for any reason, at which time Contractor shall cease providing services to such student. Contractor may terminate individual student services as permitted in accordance with Mont. Admin. R. 37.87.1401-37.87.1415 and as clinically indicated.

10. Indemnification

(a) Contractor shall defend, indemnify and hold harmless the District, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and

attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Contractor, its employees or agents.

(b) The District shall defend, indemnify and hold harmless Contractor, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the District, its employees or agents.

(c) The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage and shall survive termination of this Agreement.

11. Notices

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

District: East Helena Public Schools
Attn: Superintendent
1280 Academic Street
East Helena, MT 59635

12. 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 HSS services under this Agreement, the health or safety of District's Students or the effective and harmonious operation or reputation of the District.

13. 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.

14. Entire Agreement and Modifications

This Agreement contains the entire agreement between the parties. All preliminary negotiations and agreements are merged herein. This Agreement cannot be changed or modified in any manner except by a written agreement signed by both parties.

15. Assignment: Subcontracting

Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by Contractor without the prior written approval of the District, which approval may be withheld in the sole and absolute discretion of the District.

16. Use of School District Marks

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

17. Crime Warranty.

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, a crime involving moral turpitude (e.g., theft, fraud, embezzlement, or similar crime of dishonesty), a crime involving a child, or any crime involving violence, whether or not sentence is imposed.

18. 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.

19. Waiver

No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision.

20. Compliance with District Policy, Laws, and Non-Discrimination

Contractor represents that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency or regulatory agency. Contractor agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all District policies and procedures relating, directly or indirectly, to Contractor's performance hereunder, including but not limited to all applicable laws/policies pertaining to equal employment opportunity, procurement integrity, anti-discrimination/harassment, drug/alcohol/ tobacco/vapor product, and weapons.

Contractor shall require all individuals assigned by it, whether Contractor's own employees or its contractors, 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.

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**.**

21. Governing Law and Venue

This Agreement shall be governed and construed in accordance with the State of Montana. Contractor and the District agree that performance of this Agreement is in Lewis and Clark County, Montana. In the event of litigation concerning it, venue is in the First Judicial District, in and for the County of Lewis and Clark, State of Montana.

22. Contract Modifications for Prospective Legal Events

In the event any state or federal laws or regulations, now existing or enacted or promulgated after the Effective Date of this Agreement, are interpreted by judicial decision, regulatory agency, or legal counsel in such a manner as to indicate that the terms of this Agreement may be in violation of such laws or regulations, School District and Contractor shall amend this Agreement as necessary to comply with said laws or regulations to the maximum extent possible. Any such amendment shall preserve the underlying economic and financial arrangements between School District and Contractor.

23. Access to Records.

For a period of four (4) years after services are furnished under this Agreement, the parties shall make available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), the U.S. Comptroller General (the "Comptroller General") and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services and will provide such documentation as they may reasonably require pursuant to Section 1861(v)1(I) of the U.S. Social Security Act (42 U.S.C. §1395(x)(v)(1)(I)) as amended and regulations thereunder, or any successor provisions.

24. Compliance with Federal Anti-Kickback Statute.

Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Anti-Kickback Statute, as may be amended from time to time.

25. Attorneys' Fees

In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

26. Severability

If any part of this Agreement is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the latest date noted below.

CONTRACTOR: **Intermountain Deaconess Children's Services**

By: _____

Printed Name: Jamie Palagi

Its: CEO

DISTRICT: **East Helena Public Schools**

By: _____

Printed Name: Scott Walter

Its: Board Chairman