SCHOOL-BASED THERAPEUTIC OUTPATIENT SERVICES AGREEMENT

This School-Based Therapeutic Outpatient Services (the "Agreement") is entered into this June 8th, 2026, and effective on June 8th , 2026 (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 owns and operates public Elementary, Middle, and High School Facilities located in East Helena, MT;

B. Contractor is a Montana non-profit 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. Contractor is a licensed mental health center authorized to provide behavioral and mental health services pursuant to Mont. Admin. R. 37.106.1906. Contractor provides an array of mental health services to emotionally disturbed youth, including School-Based Outpatient Therapy ("SBOT");.

D. School District wishes to provide a space to allow Contractor to provide services including SBOT to eligible students within the school setting ("Students"); Mental health services are necessary and important for kids, and such services in the school setting in space provided by the District is a benefit to Students; and.

E. Contractor agrees to provide SBOT 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 applicable SBOT services set forth on the attached **Exhibit A** (collectively, the "Services") through or by Contractor's Providers.

2. **Term and Termination**. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue through August 31, 2027 (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.

(a) This Agreement may be terminated by School District without prior notice if:

A. DPHHS for any reason terminates Medicaid coverage of the SBOT program in the State of Montana;

B. Contractor is not in compliance with federal and state SBOT licensure and service requirements; or

C. Performance of the Agreement is impossible or impracticable due to a federal, state, or local emergency or pandemic pursuant to Mont. Code Ann. § 1-3-222.

In the event of Termination, School District shall act in good faith by providing Contractor with as much written notice as reasonably possible.

(b) Upon the expiration or earlier termination of this Agreement, Contractor shall

A. Immediately terminate the Services hereunder and shall promptly vacate all office space used under the terms of this Agreement;

B. Except as otherwise provided herein, shall deliver to the School District all property relating to the business and work of the School District.

3. **Compensation**. It is the responsibility of the Contractor to bill for Services. Contractor will directly bill insurance, third party payors, or clients.

4. **Space and Equipment for Delivery of Services.** School District will supply a space and equipment exclusive to Contractor and Providers for the provision of Services under such terms as are described in **Exhibit A.** 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 School 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 a door that shuts and reasonable acoustic privacy that provides reasonable confidentiality to Students from neighboring spaces. Contractor's 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 School District to provide services such as maintenance or housekeeping. The Contractor agrees to notify the School District promptly of any potential or actual concerns regarding the space. The Contractor agrees not to make permanent modifications to the space (installing equipment, wall anchors, etc.) without consulting with the School District. 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 other related 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 Health Information, as defined in 45 CFR 160.103, ("Individually Identifiable 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"), 42 C.F.R Part 2, and the Family Educational Rights Privacy Act and its implementing regulations (34 CFR Part 99) (collectively "FERPA") and agree to take such actions as are necessary and appropriate in connection therewith as applicable. Individually Identifiable Health Information disclosed by School District or its employees to Contractor or Providers shall be considered Protected Health Information, as defined in 45 CFR 160.103, ("PHI") and subject to HIPAA. The parties understand that PHI might be disclosed to School District and its employees incident to the provision of the Services, as contemplated by 45 CFR 164.502(a)(1)(iii). School District and its employees shall not disclose any PHI, including the identity of any student receiving the Services, to any other individual.

(b) *Educational Records*. The School District shall consider the Providers assigned by Contractor to provide Services "school officials" within the meaning of FERPA and the School District's own policies adopted pursuant to the Act. The Contractor's employees assigned to provide Services may be deemed at School District's discretion to have a "legitimate educational interest" in personal information contained within education records of Students to whom they provide Services under this Agreement. Accordingly, School District may provide the

Contractor's employees assigned to provide Services with those portions of any such student's educational records pertaining to that student, including but not limited to IEPs and behavior intervention plans, which may in any way relate to the provision of Services required under this agreement. The Contractor, Providers, and Contractor's employees who support the Services shall not disclose any information from a Student's education record to any other individual or party. If the Contractor receives a request for any information contained within a Student's education record, the Contractor shall notify the School District of such request. The Contractor shall not use information contained within a Student's education record for any other purpose than providing Services under this agreement. The Contractor acknowledges that the School District has informed it that the disclosure of any information from a student's education record is subject to the disclosure limitations of 34 C.F.R. 99.330. To the extent that the Contractor provides Home Support Services to a student, Contractor shall not be considered to be a school official and shall not be entitled to receive that student's educational records without consent of the parent. School District shall have sole responsibility for maintaining all educational records relating to individual Students.

(c) *Consent*. The Contractor will require valid consent pursuant to 45 CFR 164.508 to disclose PHI by an authorized party for a student receiving services in order to discuss any aspect of the Student's Services with the School District. The authorized party may opt to restrict the disclosure to certain categories/types of information or deny disclosure entirely.

(d) *Emergency Disclosure.* Minimum necessary health or student records may be disclosed between the parties in accordance with HIPAA Rule, and/or FERPA rules in the event of an emergency where there is a risk to the child or health and safety of the public.

7. **Provider Qualifications.** It is expressly understood that Providers have and at all times during the term of the Agreement shall demonstrate compliance with all applicable licensure standards including meeting licensure or candidate status criteria for mental health professionals and/or behavioral aides. 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.

8. **Referral/Enrollment Process.** School District and Contractor shall refer and enroll Students for the Services in accordance with Montana Law. Contractor 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. **Insurance for Contractor.** 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 and that have an A.M. Best rating of at least A-VII, a Standard & Poor's rating of at least AA, or a Moody's rating of at least AA2:

(a) Commercial General Liability insurance for Bodily Injury-and Property Damage for limits not less than $ 1,000,000 per occurrence ($2,000,000 aggregate) including coverage for Contractor's obligations and operations.

(b) Worker's 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 worker'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.

(c) Professional Liability Coverage in the amount of $2,000,000.

A combination or 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, the 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 School District as additional insured.

11. **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.

12. **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 negligent 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; and/or
e. A breach or improper disclosure of Student information in the possession of the Contractor.

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

This provision survives termination of this Agreement by default or any other act of the parties or by action of law.

13. **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; and
b. The negligent or willful misconduct of the School District, its employees, or agents.

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

This provision survives termination of this Agreement by default or any other act of the parties or by action of law.

14. **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 School District by any promise or representation.

15. **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.

(a) Contractor warrants to School District that it has secured all licenses necessary for performance of the Services. The Contractor shall inform its Providers of and direct each Provider to comply with all School District policies and procedures relating, directly or indirectly, to the Contractor's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity and protection of student data. Providers assigned to provide services under this Agreement shall comply with all School District policies, including but not limited to its anti- discrimination/harassment, drug/alcohol/tobacco/vapor/ marijuana-product, and weapons policies. Contractor shall direct 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 direct associate and sub-associate compliance**.**

16. **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.

17. **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.

18. **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
1280 Academic Street

East Helena, MT 59635

19. **Assignment**. Contractor will not sub-contract or assign any aspect of performing the Services without the written consent of School District. In the event that the Contractor seeks to sub-contract or assign any aspect of this Agreement, it shall notify the School District of the proposed sub-contractor or assignee. The School District shall notify the Contractor of any objections to the proposed sub-contractor or assignee within five (5) business days of receiving the notice. Failure of the School District to notify the Contractor of any objections to a proposed assignment shall constitute the School District's acceptance of the proposed sub-contractor or assignee.

20. **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. Contractor may not make any alterations, additions, or changes to the space without the prior written consent of School District.

21. **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 the School District.

22. **Standard of Performance.** The Contractor warrants and represents that its Providers possess the licensure, special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. The 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 the standards of licensure and provision of mental health services.

23. **Cooperation and Communication.** A School District representative and the Contractor's program supervisor shall meet at least four times per calendar year to assess the program's effectiveness through individual progress on treatment plans, student attendance, program referrals, contact with law enforcement, referrals to higher level of care, and program discharges. To the extent permitted under HIPAA, Contractor shall promptly notify the building principal of any parental concerns regarding SBOT Services or parent requests for third party consultation or evaluation of school programs for approval by the principal. The School District's administrators shall work cooperatively with the Contractor to resolve any conflicts between the School District staff and Providers.

In the event that the building principal or other authorized School District administrator views conduct of any Contractor employee as a risk to the safety or welfare of students in their building, is engaging in disruption of school operations, or is not meeting the professional standards expected by the School District, the School District reserves the right to deny continued

access to or use of the building to the individual. In the event that the School District excludes Contractor's Provider, employee, or representative due to a determination by the School District that the individual poses a risk to the safety or welfare of students in a school, the Contractor agrees to engage in reasonable efforts to provide continuity in services while seeking a suitable replacement. In the event that the School District seeks to deny access to Contractor's Provider, employee, or representative for engaging in disruption of school operations or not meeting the professional standards expected by the School District, the School District agrees to engage in reasonable efforts with Contractor to resolve the issue.

24. **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.

25. **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 School District of any such pending or threatened investigation or inquiry upon becoming aware of such investigation or inquiry.

26. **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, any crime involving moral turpitude (e.g., theft, fraud, embezzlement, or similar crime of dishonesty), crimes involving children, crimes involving violence, or any substantiated finding of child abuse by a child protective agency or by any other state agency, whether or not sentence is imposed.

27. **Intellectual Property.** Neither party shall use the image or likeness of the other party's facilities or official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of each party, without prior written consent. Neither party shall have any authority to advertise or claim that it endorses the other party's services without prior written consent.

28. **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.

29. **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.

30. **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 First Judicial District, Lewis and Clark County in the state courts 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.

31. **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.

32. **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.

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

34. **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.

35. **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.

36. **Interpretation.** To the extent that there is inconsistency, ambiguity, or disagreement between this Agreement and an Exhibit, the terms of Paragraphs 1-36 control. However, the parties agree they will first work to resolve the issue before implementing any legal action in Paragraph 30.

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: **East Helena Public Schools**

By: _____

Printed Name: Scott Walter

Its: School Board Chairman

EXHIBIT A
Services

I. Contractor's Duties.

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

For the purposes of this Agreement, School-Based Outpatient Therapy ("SBOT") and shall mean mental health center services as set out in Mont. Admin. R. 37.106 Subchapter19. It is the intent of the contractor to have SBOT as complimentary options to Contractor's CSCT scope of work. This allows for flexibility in serving clients based on clients' needs.

1. Contractor agrees to render SBOT services as follows:

   (a) Meet all program requirements as required by the State and Federal standards for School Based Outpatient therapy.

   (b) 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 therapeutic services, are licensed, or are licensure candidates (minimum qualifications of LCSW or LCPC), and that the SBOTs have passed a criminal background check.

   (c) Ensure all eligible children within the SBOT sites, as appropriate, who meet the described criteria for service, are considered for admission to the program regardless of payer; however, Contractor is not required to provide services free of charge.

   (d) 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 therapy by the SBOT. However, then 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 that is requested by the administrators.

   (e) Contractor will network with existing school social service coordinators/counselors/school psychologists, schools' administrators, teachers, and other mental health, and substance use providers and other school personnel for the purpose of care coordination.

(f) Provide treatment, crisis management and discharge planning services to enrolled children.

(g) 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.

(h) Provide for family involvement in treatment and discharge planning and in the course of treatment, as well as written consent for treatment. Through 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.

(i) Provide continuing contact and information exchange with persons and agencies significantly involved in each child's treatment in accordance with HIPAA.

(j) Ensure that all available financial resources for support of services including third party insurance and parent payment are utilized.

(k) Bill all third parties for services provided to non-Medicaid eligible children including family members.

(l) Ensure that service delivered is adequately documented to support the reimbursement received.

(m) Contractor offers a year-round summer program when clinically appropriate for the Student. The School District will ensure continued office space, and internet access.

(n) Contractor shall work with the School District to coordinate SBOT individual treatment plan goals with school Individualized Education Plan (IEP) goals for Students in special education, as allowable by FERPA, HIPAA, and the Montana Healthcare Information Act, and to the extent information is sought regarding the SBOT treatment plan goals.

2. To the extent allowed by HIPAA, Contractor or its Providers may participate on behavior intervention teams and/or intervention teams at the request of a building administrator or parent.

3. Contractor agrees to bill third party insurers, Students and/or Student families for all SBOT mental health 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. For those children ineligible for Medicaid, Contractor will invoice the student and or the student's family for services rendered following Contractor's fee schedule.

4. To the extent allowed by HIPAA, Contractor agrees to require staff to participate in IEP(s) or other processes related to mental health services when requested by the parent/legal guardian or the School District.

5. The Contractor will invite, when possible, a School District Administrator or their designee to interviews of potential SBOT staff.

6. Determining the number of SBOT teams and the specific schools within the School District who will receive SBOT Services will be mutually agreed upon between the Contractor and the School District. The Contractor will maintain a list of SBOT team numbers, names of staff, and qualifications of Providers on file for the School District to access as necessary.

7. If permitted by law, Contractor agrees to provide the results from fingerprint background checks, if any, to the School District's superintendent for review. The School District has the right to make reasonable objection to the assignment of any Contractor employee to a School 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 School District, Contractor agrees to provide annual certification to the School 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.

   Contractor's will direct its employees to 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 if permitted by law. 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, including but not limited to crimes involving children, crimes involving violence, or any substantiated finding of child abuse by a child protective agency or by any other state agency. Copies of written School District's policies are available upon request.

8. Contractor may offer other services, such as Targeted Case Management, Home Support Services, Outpatient Therapy, and Community Based Psychiatric Rehabilitation Support, based on the clinical need of the youth, the engagement of the youth's parent/caregiver, and insurance parameters.

9. Contractor shall not disclose any information which comes into the possession of Contractor at any time during the Agreement regarding the location and deployment of security devices, security access codes, student likenesses, student record information, or employee information.

10. Contractor shall implement and maintain appropriate administrative, physical, and technical safeguards designed to (i) ensure the confidentiality, integrity, and availability of all data accessed, processed, stored, or transmitted on behalf of School District, and (ii) protect such data against any unauthorized access, disclosure, alteration, or destruction.

11. Space for Services.

    (a) 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 School District to provide services such as maintenance or housekeeping.

(b) The Contractor agrees to notify the School District promptly of any potential or actual concerns regarding the space.

(c) Contractor agrees not to make permanent modifications to the space (installing equipment, wall anchors, etc.) without consulting with the School District.

(d) The Contractor understands that any communal spaces such as conference rooms and group rooms may not conform to all the provisions of this section.

(e) The Contractor will allow the School District access to the premises at all reasonable hours for the purpose of examining or exhibiting the premises or for making any necessary repairs that the School District may deem fit for the benefit of or related to any part of the premises.

(f) The Contractor agrees to resolve any conflicts of this section in a timely and cordial fashion with a focus on providing quality care to Students.

12. Technology.

(a) The Contractor will provide all technical resources to Contractor staff including items such as a computer, printer, and other technology necessary to provide the services set forth in this agreement.

(b) Contractor requires that Internet traffic is not intercepted or curtailed in a way that would prevent reasonable access to complete the Services. This includes utilizing methods such as SSL encryption that would allow the School District to decrypt traffic without the Contractor being alerted. Contractor acknowledges that School District is subject to 47 U.S.C. § 254 and its implementing regulations (collectively the Children's Internet Protection act or "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.

(c) The Contractor does not allow children to utilize Contractor-owned equipment without supervision under any circumstance.

(d) The Contractor agrees to notify School District of any equipment changes to ensure time for School District to appropriately configure network equipment.

II. School District's Duties.

School District agrees to provide the following to Contractor:

1. School District agrees to provide Contractor with private office space. In addition, in accordance with Mont. Admin. R. 37.87.1, treatment space must be available and large enough to host a group during School District and non-School District days.

    (a) The School District agrees to provide a space adequate to provide services to children that may include items such as furniture and other aesthetics. In providing the space the School District agrees to respect the privacy of the Contractor by not installing or utilizing any observation equipment such as two-way mirrors or utilizing technology to monitor the space. The space should have reasonable acoustic privacy that provides reasonable confidentiality to children from neighboring spaces.

    (b) The School District agrees to provide limited access to the space (e.g., doors with limited locks) used exclusively by the Contractor.

    (c) School District agrees to provide the Contractor with office space, privacy and treatment space, phone, reliable internet access, printer/fax access via the internet, copier access, and reasonable office supplies to support the provision of SBOT services in the School District. The School District will not support contractor technology.

    (d) The School District will provide Contractor with required 24-hour notice of entry, when such entry is necessary. The School District may enter the premises without the consent of Contractor in the case of an emergency.

    (e) The School District agrees to resolve any conflicts of this section in a timely and cordial fashion with a focus on providing quality care to children.

8. Technology.

    (a) 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.

    (b) The School District shall provide access to Internet resources to the Contractor in the form of wired or wireless connections.

    (c) 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.

9. School District shall not disclose any confidential information which comes into the possession of School District at any time during the Agreement, regarding Contractor's business, including employee information or student health records.