

## **School-Based Mental Health Contract for Services**

This contract is entered into by and between Bigfork School District #38, 600 Commerce Street, Bigfork, Montana 59911; hereinafter referred to as the "School District," and Intermountain, 3240 Dredge Drive, Helena, Montana 59602; hereinafter referred to as the "Service Provider."

The School District operates public elementary and high school facilities in Bigfork, Montana, and seeks the provision of certain services more specifically described below. The Service Provider is a licensed provider of the services specifically described below. The Service Provider agrees to provide these services under the terms and conditions set forth below and in consideration of the mutual promises set forth herein. It is agreed between the School District and the Service Provider as follows:

### **1. Service Provider will:**

a. 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. Employ the equivalent of not more than 1 FTE licensed providers (SBOT) that will be dedicated exclusively to the School District Bigfork Middle School and/or Bigfork Highschool, one day per week.

c. Network with existing school special service coordinators/counselors/school psychologists, teachers, school administrators, other mental health providers and agencies, community mental health providers, and other school personnel.

d. 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. Attend and participate in all related School District IEP/System of Support (SOS) meetings and will assist the School District as requested.

f. Collaborate with Director of Special Education and building administrators on a regular basis to ensure services are provided to students (individual, small group, family consult). Also, in addition to standard psychotherapy protocols and best practices, as deemed necessary by the SBOT, and the standards of Mental Health Center rules, the SBOT will follow the School District adopted SOS/special education model.

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 students 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 that is requested by the administrators.

h. Upon termination of this contract, the Service Provider agrees to immediately vacate the offices 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 will:**

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 and/or small therapy table, 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. 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, including connecting families with SBOT to complete required intake paperwork.

## **3. Limitations:**

The Service Provider is limited to the services described in this contract and is limited to access to the students who attend in each building. The Service Provider will work closely with the Director of Special Education, school administrator and ASPIRE team to keep them informed of the students who are receiving services.

#### **4. Indemnification**

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

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

The School District agrees to defend, indemnify and hold the Service Provider, 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 Contract.

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

#### **5. Insurance**

The Service Provider agrees to carry the following insurance in the amounts indicated with insurance carriers that are licensed in Montana 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 subcontractor's obligations, operations, premises, independent contractors, products/completed operations, personal injury and advertising injury.
- b. WORKERS' COMPENSATION insurance in the state(s) where the work will be performed whether or not required by law with statutory, limits for workman's compensation or certificate with state that THE SERVICE PROVIDER is an independent contractor.
- c. PROFESSIONAL LIABILITY in the amount of \$2,000,000 or alternative with approval.

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 School District's request, the Service Provider 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. No reduction in coverage or cancellation of policies shall be

effected without first giving the School District 30 day's written notice. The policies (except for workers' compensation) shall name the School District as additional insured.

The School District will provide the Service Provider a certificate of insurance in the amounts listed above listing the Service Provider as an additional insured.

#### **6. Assignment**

This Contract or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party.

#### **7. Modifications**

No modification or waiver of any of the terms and conditions of this Contract shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Contract may be amended only in writing signed by each of the parties hereto.

#### **8. Compliance with Laws**

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

#### **9. Montana Law Governs**

This contract has been entered into in the State of Montana and shall be construed in accordance with Montana law.

#### **10. Representations of Service Provider:**

The Service Provider hereby represents and warrants that:

- It has familiarized itself with the terms of the contract and that it has investigated and fully understands (1) the conditions under which it will be providing services; (2) the character, quality, quantity and scope of the work required of it; and (3) the requirements of the Contract.
- It will render the services called for under the Contract with care, skill and diligence in accordance with the generally accepted practices, licensing requirements and standards of the profession in which it is engaged;

- It has the methods and means to provide the services called for under the Contract, including but not limited to the necessary staff; and that
- It is engaged in an independently established trade, occupation, profession or business and that the services it is providing under the Contract are being rendered in the course of such trade, occupation, profession or business;

## **11. Relationship of the Parties**

The parties expressly intend that an independent contractor relationship be created by the Contract, and the School District expressly reserves the right to require the Service Provider to provide such documentation as may be necessary to establish its status as an independent contractor, including but not limited to proof of workers compensation insurance, a Montana Independent Contractor Exemption Certificate, etc. The School District is interested only in the results to be achieved and responsibility for the conduct and control of the work will lie solely with the Service Provider. The Service Provider undertakes and agrees to furnish and pay for all, labor, supervision and other overhead costs necessary to perform any services hereunder, except where the School District has otherwise agreed herein in writing.

The Service Provider is not to be considered an agent or employee of the School District for any purpose. The Service Provider shall be responsible for all applicable federal and state taxes and for complying with all state workers' and/or unemployment compensation laws pertaining to the employees that it may utilize in providing services to the School District under the Contract. Neither the Service Provider nor its employees shall be eligible for any benefits provided by the School District to its employees including, but not limited to, social security, unemployment insurance, sick leave, vacation leave, public employee retirement benefits.

School District administrators and employees will work cooperatively with Service Provider employees to resolve any conflicts or concerns from either party regarding services or conduct of either party that could impede success or the safety and welfare of the students. School District policies are applicable to Service Provider employees while providing services under this Contract. In the event that the building principal or other authorized School District administrator views the conduct of any Service Provider employee as a risk to the safety or welfare of students in their building, or as 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. Service Provider shall assign another licensed provider to provide the services agreed to herein.

## **12. Access to Facilities**

The School District agrees to provide the Service Provider with such access to its facilities, supplies, and equipment as outlined in this document as may be necessary to allow the Service

Provider to perform its obligations under the Contract. The Service Provider will be responsible for maintaining the security of any keys or other forms of access mechanisms provided to it by the School District and shall promptly notify the School District in the event that such keys or other forms of access mechanisms are lost or otherwise compromised.

### **13. Records, Confidentiality and Retention**

- a. The Service Provider agrees that all records, documentation and other work product that Service Provider may generate in providing services under this Contract are instruments of the Service Provider's service to the School District. The Service Provider further acknowledges that any such records it generates and maintains regarding the provision of services to individual students under this Contract that contain personally identifiable information constitute education records under the provisions of the Family Educational Rights and Privacy Act (20 USC 1232g) and may further constitute confidential information under 42 C.F.R. § 2.1 et seq. (Confidentiality of Alcohol and Drug Abuse Patient Records), and it expressly agrees not to disclose that information to anyone besides its employees, School District employees and/or the student/parent except as may be otherwise be permitted under FERPA and or 42 C.F.R. § 2.1 et seq.
- b. The School District shall consider the employees assigned by Service Provider to provide the services under this Contract as "school officials" within the meaning of FERPA and the School District's own policies adopted pursuant to the Act. Service Provider's employees assigned to provide the services under this Contract may be deemed at the 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 Contract. Accordingly, the School District may provide Service Provider's employees assigned to provide the services under this Contract with those portions of any such student's educational records pertaining to that student, which may in any way relate to the provision of services required under this Contract. Service Provider and its employees assigned to provide the services under this Contract shall not disclose the any information from a student's education records to any other individual or party. If Service Provider receives a request for any information contained within a student's education record, Service Provider shall notify the School District of such request. Service Provider shall not use information contained within a student's education records for any other purposes than providing the services under this Contract. Service Provider 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. 99.33(a).

### **14. Compliance with Laws/Nondiscrimination**

The Service Provider agrees that, in performing services under this Contract, it will fully comply with all federal, state or local laws, rules and regulations applicable to its operations and its provision of services under this Contract, including but not limited to all applicable safety and confidentiality requirements, and further warrants that any subcontractors will fully comply as well. The Service Provider agrees that any hiring that it or its subcontractors may undertake in the performance of this Contract will be made on the basis of merit and qualifications and that it will

not discriminate based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

#### **15. Dispute Resolution/ Severability/ Waiver**

The parties agree that the laws of Montana shall govern this Contract and that any litigation concerning this Contract must be brought in the Montana First Judicial District Court in Lewis & Clark County. In the event that any provision of this Contract may be held to be invalid or otherwise unenforceable by law, the remaining provisions shall be binding upon the parties. Any waiver by either party of any of the terms or conditions of this Contract in any instance shall not be deemed or construed to be a waiver of any such term or condition for purposes of establishing any subsequent breach of the term or condition. In the event that either party files suit to enforce their rights under this Contract the prevailing party shall be entitled to recover their costs and attorney fees from the other party, in addition to any other damages awarded by the Court.

#### **16. Default in Delivery/ Termination**

This Contract will be subject to termination by the School District in the event of (1) any failure of the Service Provider to perform its obligations as called for under this Contract or (2) in the event of any reduction or cessation in funding available for the services. In the event of a failure to perform, the School District may deem the Service Provider to be in default, and will provide the Service Provider with notice of such default in writing, and the Service Provider will have twenty (20) calendar days thereafter within which to provide a corrective plan. If the Service Provider fails to actually cure the default within ten (10) calendar days of providing the corrective plan, this Contract will be deemed to have been fully terminated, and the Service Provider will be responsible for any amounts incurred by the District in excess for securing substitute services.

#### **17. Notification**

The Service Provider and the School District agree to designate in writing a person authorized to act as their representative and to receive any notice called for under this Contract. The School District will give prompt written notice to the Service Provider whenever the School District observes or otherwise becomes aware of any defect in the services or other event that may substantially affect the Service Provider's performance under this Contract.

#### **18. Entire Contract**

This contract constitutes the entire contract between the Service Provider the School District. This contract supersedes any previous contracts between the parties. There are no other terms, obligations, covenants, representations, statements or conditions other than those in this written contract. Both Parties represent and warrant that they have carefully read this contract, understand the contents thereof, that they had the opportunity to confer with an attorney concerning the contents and legal consequences of the execution thereof and that they execute

this contract of their own free will, act, and deed. The Service Provider understands and agrees that they have sole responsibility for counseling services described in this contract.

**19. Term of Contract**

The term of this Contract will commence on award and extend through June 30, 2020. The Service Provider understands and agrees that they have sole responsibility for counseling services described in this contract

SCHOOL DISTRICT REPRESENTATIVE:      Matt Jensen, Superintendent  
Bigfork Public Schools, District #38

SERVICE PROVIDER REPRESENTATIVE:  
  
Jim Fitzgerald, CEO  
Intermountain

Date/Signature \_\_\_\_\_

Date/Signature \_\_\_\_\_