

AGREEMENT FOR PROVIDING MENTAL HEALTH TREATMENT SERVICES AT A SCHOOL SITE

This Agreement is entered into between Southern Plains Education Cooperative, School District No. 915, located in Winnebago, Minnesota (hereinafter referred to as "District") and KRISMA Counseling, a Minnesota professional corporation which provides mental health treatment services to minors and their families (hereinafter referred to as "Provider"). The District and Provider are herein referred to collectively as the "Parties".

In consideration of the mutual covenants and promises contained herein, including access to District property and premises and the relinquishing of certain legal rights and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Access to a school site.

District agrees to allow Provider access to a space it has selected (hereinafter referred to as the "Appointment Room") in a school site as described and specified in Exhibit 1, hereto, for the purposes and under the circumstances described herein and subject to the limitations set forth herein.

2. Term of Agreement

The term of this agreement shall be for a period of one (1) school year.

District may terminate this Agreement at any time by delivering to Provider written notice stating that five (5) business days subsequent to the date of delivery all rights and privileges extended to the Provider as the result of this Agreement shall terminate. Such notice may be given for any reason or for no reason at all.

Provider agrees that termination of this Agreement by District for any reason or for no reason shall not give rise to a right of legal recourse of any nature.

Such notice shall be delivered personally or via U.S. Mail to Provider at 117 Downtown Plaza, Fairmont, MN 56031. If notice is given by mail, it shall be considered to have been delivered three (3) days subsequent to the date of mailing.

3. Additional Consideration

Additional consideration for this Agreement shall consist of the increased efficiency and cost savings to each party to be gained by minimizing the period of lost education time students experience when they leave school in order to attend appointments with mental health care providers. It is anticipated that the reduced costs and increased access to student patients by those providers may reduce administrative costs and, consequently, result in savings that may be passed on to students and their families. Finally, it is hoped that this Agreement will improve communication and coordination between the mental health providers and the District regarding its students' mental health related and educational needs.

4. Purpose of the Agreement

The Parties have entered into this Agreement for the sole purpose of facilitating Provider's delivery of mental health treatment services to District students in a manner which increases efficiency and minimizes the disruption of the school day when appointments with the Mental Health Providers must be held during the school day.

Provider's presence in a school site of the District pursuant to this agreement does not constitute the District's authorization for a Provider to visit, observe or participate in the educational process or program of any student of the District, including a student with whom the Provider has a professional relationship. Consent to visit, observe or participate in the educational program or activities of a student of the District must be obtained, in advance, from both the Student's Parent and the District's site administrator.

Allowing the Provider access to space in a District facility pursuant to this Agreement is not intended to, and shall not have the effect of, creating any legal relationship between the School District and Provider other than that of licensee.

5. Scheduling the Use of the Premises

The Provider recognizes and agrees that it will give the District a minimum of 24 hours notice of the scheduling and expected duration of each appointment with a student. Whenever possible, the Provider will create a set schedule that will be provided to the District's central office. Such notices shall be given, via email or delivered in writing, to the District's site administrator. The District shall inform Provider of the appropriate email address to direct such notice.

The District shall furnish Provider a copy of the current school calendar and amendments within five (5) days of any amendment thereto. The Provider acknowledges and accepts that the closing of the school building because of a weather or any other type of emergency is unavoidable and shall not result in additional costs to the student's family.

Should it be necessary for Provider to schedule an appointment with a student on a day when school is not in session, including during summer or seasonal breaks, the Provider must make independent arrangements for a location for the provision of services.

Provider acknowledges that during times when it has not been scheduled for use by Provider pursuant to this Agreement, the Appointment Room is scheduled and used by District for other purposes.

6. Use of the Appointment Room

During periods scheduled for an appointment by Provider, the District will make reasonable efforts to assure uninterrupted use of the Appointment Room by Provider and a student. Provider may post a "Do Not Disturb" sign on the door to the Appointment Room when it is being used pursuant to this agreement.

The Appointment Room may be used by Provider solely for the purpose of conducting appointments Provider has scheduled with District students. The room may not be used after school. No other use, legal or illegal, shall be permitted.

No files relating to or arising out of the professional relationship between the Provider and a student or the student's family shall be stored or maintained on the premises of the school site, including within the Appointment Room.

Provider may utilize desks, chairs, black/white boards and other equipment located in the room during scheduled appointments but shall restore such equipment to its pre-appointment condition and location at the end of the appointment.

No appointment with a student shall be conducted at the school site identified in Exhibit 1, hereto, which removes a student from daily educational programming unless the student's parent or guardian has previously provided the District's site administrator a written excuse for the period of the appointment which is consistent with the District's student attendance policies and the compulsory attendance statute; i.e., absence due to child illness, mental health or counseling appointments. Minnesota Statute Section 120A.22, Subdivision 12.

7. District Policies and Conduct Restrictions

Provider agrees that its use of the Appointment Room shall be subject to District and Building Policies regarding the use, possession or distribution of controlled substances, alcohol and tobacco as well as prohibitions against the possession of guns and weapons. It is agreed that student conduct shall be subject to these policies and requirements notwithstanding student's presence in the Appointment Room as the result of the student's professional relationship with the Provider. Any violation of these policies (please see the board approved student handbook) must be reported to the site administrator.

Provider agrees that its use of an Appointment Room is, additionally, subject to the provisions of certain School Board Rules, Policies and Relevant Laws, which are listed in the

board approved student handbook and with which Provider agrees to familiarize itself with and comply. This specifically includes, but is not limited to the following:

- **Laws Prohibiting Corporal Punishment and/or the Use of Restrictive Procedures.** In particular, the Provider agrees not to touch a student in a physically restrictive, punishing or physically inappropriate manner. If/when a student's behavior escalates such that it appears that the student may become a threat to the student or others, the Provider must immediately contact the School's Crisis Team to assist the Student.
- **The Minnesota Government Data Practices Act and the federal Family Education Rights and Privacy Act.** The Provider agrees that all information he or she is privy to or becomes aware of as a result of his or her presence in the School building must be kept confidential and may not be released to anyone, but the Administrator or the School Social Worker of the School. This includes information about both school personnel and students, regardless of whether it has been reduced to writing or not.

The Provider acknowledges and agrees that the student code of conduct for the school site in which the Appointment Room is located will apply to the student while the student is in the Appointment Room and that violations of the code of conduct must be reported to the site administrator.

The Provider agrees to comply with the District Visitor's Policy.

8. Access to Data

Provider acknowledges that educational data created, gathered or maintained by the District is subject to the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Act. The parties agree that this Agreement does not alter in any manner or degree a student's right of privacy in educational records generated by the District or records generated or maintained by the Provider in the course of its professional relationship with the student. Each party agrees and understands that it will not provide the other with information arising out of its relationship with a student except pursuant to written and legally sufficient authorization by the student or the student's parent.

9. Release of Data.

The Provider understands that a student can only be provided mental health services on the School District's premises if a student's parent agrees to sign a Release of Information form permitting the Provider to release information about the student to the School District.

The Provider agrees to inform Parents of this condition and to draft and seek student's parents' signatures on a Consent to Release information form, which will permit the School District and Provider to share information concerning the Student's mental health status and

behavior so that each has relevant information concerning the Student's needs and can properly coordinate the provision of services to the Student.

10. Licenses and Qualifications

Provider warrants that it and any of its employees or agents who utilize an Appointment Room pursuant to this Agreement possess all licensure and qualifications required for the services which they deliver to District students in a District site.

11. Insurance and Indemnification

Provider agrees to hold harmless and to defend and indemnify the District, its officers, agents and employees from and against any and all claims of any nature based upon or arising out of the provision of services to students or their families at a school site pursuant to this Agreement.

Provider promises that it will maintain such insurance in full force and effect at all times during the term of this Agreement and to annually furnish District a certificate confirming the coverage and describing the nature and amount of the public liability, professional and malpractice insurance procured pursuant to this Agreement.

12. Status of Provider's Employees and Agents

This Agreement shall not be construed to give rise to an employment relationship between District and any representative or agent of the Provider.

12. Assignment

Neither party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

13. Amendments

This Agreement may only be amended in writing and by the mutual agreement of the parties.

14. Severability

If any provision of this agreement is held unenforceable by a court of law, the remainder of the Agreement shall remain in full force and effect.

15. Laws of Minnesota

This Agreement shall be governed by the laws of the State of Minnesota.

16. Entire Agreement

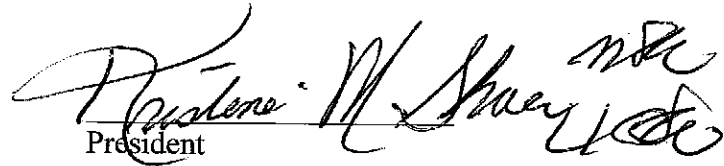
This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

Dated: _____

**SOUTHERN PLAINS EDUCATION
COOPERATIVE NO. 915**

KRISMA COUNSELING

Director


President

Board Chair

EXHIBIT 1

Appointment Room

The Provider will have access to a private space to meet with students. This space may not be the same space each time the Provider comes to meet with students. Space will be made available as the needs of the District dictate.

Leaving the School Building

The Provider may take a student out of the school building during a student's appointment time given that the Provider and the District has the student's guardian's permission to do so. Such permission must be given in writing. Should the Provider take a student out of the building, the District's check out and check in policy must be observed. This includes the transporting of a student in a Provider's private vehicle. The Provider and the student's legal guardian acknowledge and agree that the District is not to be held liable for activity occurring outside of the school building during an agreed upon appointment time.

School Policies and Procedures

Please see the board approved student handbook. The student handbook will be updated annually and provided to the Provider after board approval.

School Calendar

Please see the board approved school calendar. The school calendar will be furnished to the Provider after board approval. Should any amendments to the school calendar be required, the amended calendar will be provided to the Provider after board approval.