

AGREEMENT

THIS AGREEMENT, ("Agreement") made and entered into, by and between, the EVANSVILLE VANDERBURGH SCHOOL CORPORATION ("EVSC") and SOUTHWESTERN BEHAVIORAL HEALTHCARE, INC., ("SBH"),

WITNESSETH:

WHEREAS, SBH is qualified to provide certain services, which services are more particularly described below; and

WHEREAS, the EVSC and SBH wish to form a working relationship to provide the Services, as more specifically provided herein.

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

1. Services to be provided.

- EVSC will provide clinic space to SBH as necessary to allow for the provision of services to EVSC students. SBH will not be charged for use of this space.
- SBH will provide behavioral health services to students who qualify for said services and who choose SBH as a behavioral health provider.
- SBH will not provide crisis intervention services to students as this will be provided by EVSC staff per their policies and procedures.

2. Term of Agreement. The term of this Agreement shall be effective as of the 1st day of July 2022, and shall continue until the 30th day of June 2023, ("Term"). This Agreement may be renewed for two (2) additional, one (1) year terms upon mutual, written agreement of the parties.

3. Cost. There is no cost borne by EVSC for this program. SBH is solely responsible for its own billing, as appropriate.

4. Termination of Specific Service. Either party may, with or without cause, terminate this Agreement as to any one or more of the Services to be provided by the other party upon the giving of thirty (30) days written notice.

5. Indemnification. SBH shall indemnify, and hold harmless EVSC, its agents, officers, employees, and representatives, of, from, and against all third party claims, liabilities, costs, expenses, damages and judgments, including reasonable attorney's fees, incurred by EVSC arising directly or indirectly from SBH's performance, lack of performance, actions or inactions under the Agreement; provided, however, that SBH shall not be responsible for that part of any damage, liability, cost or loss (including reasonable attorney's fees and expenses) incurred by EVSC which results from the negligence of EVSC.

Likewise, EVSC shall indemnify, and hold harmless SBH, its agents, officers, employees, and representatives, of, from, and against all third party claims, liabilities, costs, expenses, damages and judgments, including reasonable attorneys' fees, incurred by SBH arising directly or indirectly from the EVSC's performance, lack of performance, actions or inactions under the Agreement; provided, however, that EVSC shall not be responsible for that part of any damage, liability, cost or loss (including reasonable attorneys' fees and expenses) incurred by SBH which results from the negligence of SBH.

6. E-Verify Compliance. Pursuant to I.C. 22-5-1.7, SBH shall enroll in and verify the work eligibility status of all newly hired employees of SBH through the E-Verify Program (Program). SBH is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

Also pursuant to I.C. 22-5-1.7, SBH must execute an affidavit (Exhibit A) affirming that the SBH does not knowingly employ an unauthorized alien and confirming SBH's enrollment in the Program, unless the Program no longer exists, shall be filed with the School Corporation prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to the School Corporation.

7. Relationship of Parties. Notwithstanding any provision to the contrary contained herein, no relationship of employer and employee is created by this Agreement, it being understood that SBH and its agents and employees will act as independent contractors and shall not have any claim under this Agreement or otherwise against EVSC for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits or employee benefits of any kind.

8. Confidentiality. SBH recognizes that EVSC student records must be kept confidential pursuant to federal and state law and agrees to maintain and preserve such confidentiality at all times.

9. Family Educational Rights and Privacy Act ("FERPA") Compliance. Neither party shall disclose any information or records regarding students or their families that the party may learn or obtain in the course of their respective performances under this Agreement. The parties recognize that the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to, personally identifiable information.

Consistent with FERPA requirements, neither party will use any personally identifiable information acquired from the other for any purpose other than performing the services or functions of this Agreement. Further, the parties agree that even in circumstances that might justify an exception under FERPA, neither party may disclose or re-disclose personally identifiable information unless the other has first authorized such disclosure or re-disclosure in writing.

10. Health Insurance Portability and Accountability Act ("HIPAA") Compliance. Parties shall maintain the importance of respecting the confidential and privileged nature of all information, which may come to their attention about students and employees, and the records of the Facility. Including, but not limited to, the disclosure of patient medical records and information to any person can result in civil and criminal liability under Title V of the federal Gramm-Leach-Bliley Act (GLB), the federal Health Insurance Portability and Accountability Act (HIPAA) and the federal and state laws implementing regulations under such statutes (collectively, the "Privacy Laws"). Medical records and

other personnel information encountered during the educational experience is protected by such Patient Privacy Laws. Access to records and other personal information is limited to those data necessary for the educational experience. All information must be held in confidence, and any information referenced for educational purposes must be anonymous and no way traceable to the specific individual.

11. HIPAA / 42 CFR Part 2 Confidentiality Compliance. EVSC recognizes that SBH client records must be kept confidential pursuant to federal and state law. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"), as revised by the HITECH Omnibus Final Rule ("HITECH"), (FR 2013-01-25). Furthermore, the parties shall promptly amend this Provider Agreement to conform with any new or revised legislation, rules and regulations to which SBH is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy and Security Laws") in order to ensure that SBH is at all times in conformance with all Privacy and Security Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend this Provider Agreement to comply with the Privacy and Security Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Provider Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Provider Agreement without notice.

In addition, all parties agree to comply in all material respects with 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records. To the extent that this Agreement pertains to Part 2 information, EVSC:

- Acknowledges that certain protected health information ("PHI") may not be disclosed or re-disclosed without written consent, even though such disclosure or re-disclosure may be permitted by HIPAA or other laws.
- Agrees to be fully bound by the Confidentiality Regulations in receiving, storing, processing, transmitting, transporting or otherwise dealing with any PHI that is subject to the Confidentiality Regulations.
- Will resist in judicial proceedings any efforts to obtain applicable PHI except as permitted by the Confidentiality Regulations.
- Acknowledges that any unauthorized disclosure of PHI subject to the Confidentiality Regulations is a federal criminal offense.

12. Liability Insurance. SBH shall carry in its own name, at its own cost, the following insurance or self insurance:

Comprehensive General Liability Insurance with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.

SBH shall furnish EVSC a certificate that the above insurance or self-insurance is at all times in full

force and effect. EVSC shall be carried as an additional insured thereunder, including waiver of subrogation, and SBH shall provide the EVSC proof thereof.

13. EVSC Policies. SBH shall cause all of its agents, employees, or personnel providing services hereunder to observe and comply with all rules, policies, standards and guidelines of the EVSC as may be adopted and amended from time to time by EVSC, including but not limited to procedures for reporting child abuse and neglect and building security issues, in addition to those of SBH. These policies can be viewed at:
https://district.evscschools.com/about_us/board_of_school_trustees/e_v_s_c_bylaws___policies

14. Modification and Waiver. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. A waiver by either party of any breach or default in the performance of any of the provisions of this Agreement on the part of the other shall not constitute a waiver of any subsequent breach or default on the part of either party.

15. Severability; Invalid Provisions Inapplicable. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.

16. Assignment. The parties agree that the duties to be performed hereunder by SBH are professional in nature, and that this Agreement may not be assigned by SBH, nor its duties delegated to others, without the advanced written consent of EVSC.

17. Criminal Background Checks. Prior to interaction with EVSC students, all SBH employees and volunteers shall undergo an expanded criminal background check (as defined in I.C. 20-26-2-1.5) as well as a Child Protection Index Check. SBH represents that any criminal or other background checks have been performed as required by law and have disclosed no violations of applicable federal, state and other laws and regulations.

18. Notices. All notices to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, postage pre-paid, to the addressee party at the following addresses:

For EVSC:

Kim McWilliams, Jr., Chief Officer CFSCP Center for Family, School, and
Community Partnerships Evansville Vanderburgh School Corporation
310 SE 8th Street
Evansville, IN 47713

For SBH:

Katy Adams, LCSW, LCAC
President/CEO
Southwestern Behavioral Healthcare, Inc.
415 Mulberry Street
Evansville IN 47713

19. Successors. All the obligations, conditions, terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, permitted assigns, subsidiaries, officers, directors and employees.

20. Choice of Law and Venue. Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Vanderburgh County, Indiana or in the Federal District Court for the Southern District of Indiana, Evansville Division. The law of the State of Indiana shall govern any dispute.

21. Entire Agreement. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the dates set forth below.

Evansville Vanderburgh School Corporation

By: David B. Smith
David B. Smith
Its: Superintendent

Date: 5-26-2022

Southwestern Behavioral Healthcare, Inc.

By: Katy Adams
Katy Adams, LCSW, LCAC
Its: President/CEO

Date: 05/24/2022

EXHIBIT A
E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, Southwestern Behavioral Healthcare, Inc. ("SBH") is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of SBH, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with EVSC, SBH will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Southwestern Behavioral Healthcare, Inc.



Katy Adams, LCSW, LCAC
President/CEO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Vanderburgh

Subscribed and sworn to before me this 24th day of May, 2022.

My commission expires: 8/17/26



Brenda L. Sexton
Signature

Brenda L. Sexton
Printed Name

Residing in Warrick County,
State of Indiana