

Memorandum of Agreement

This is an Agreement made by and between the Allen County Board of Education (hereinafter referred to as "the Board") and LifeSkills, Inc. (hereinafter referred to as "the Provider").

WHEREAS, some students (hereinafter referred to as "Participants") request and/or believe they require services of the type provided by the Provider herein; and

WHEREAS, the Provider has represented to the School that in some cases, it is in the best interest of the Participants that the Participants receive the services in a central location, such as the school the Participant is attending; and

WHEREAS the Principal of each school has the discretion to allow the Provider access to school facilities to provide services to the Participant during school hours.

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

Prior to providing any services to a Participant during school hours, the Provider shall provide a signed copy of this Provider Agreement (approved by Superintendent or his or her designee) to the Board.

The specific Provider employee that will provide services must provide to the Principal, or his or her designee (hereinafter "the Point of Contact/POC"), a signed copy of the Parental Agreement for each Participant and a signed release to exchange information between the Provider and the POC regarding the services provided.

Each party shall comply with all applicable state, federal, and local laws regarding the confidentiality of client/student information and medical records including those specified by Health Insurance Portability Accountability Act (HIPAA).

In recognition of this representation and in reliance thereon, the School Principal may choose, in his or her discretion, to permit the Provider to use its physical facilities as a matter of convenience to the Participants and the Provider.

When asked and relevant, the Provider shall provide the POC with a copy of the professional license or the credentials and supervision contracts of each Provider Employee who will provide a service on Board property, and all services provided must be within its charter and any licensing limitations.

The Provider shall be responsible for supervising its employees in the performance of the agreement.

Each Provider Employee must present proper identification upon entering the school.

The Provider must inform the POC of the type of service it is going to provide, schedule of dates/times (in advance when possible), and the name of the Provider Employee, prior to signing in for each visit.

Participants must be existing clients of the Provider, and may not be recruited by the Provider on school property. Although participants cannot be recruited on school property, the provider can accept referrals on school property, particularly those initiated by the school.

Services must be provided at a time during the day that is convenient for the school and that does not interfere with educational services or programming.

The Provider shall not charge the Participant any additional fee for use of the facilities.

The School will not release information to the Provider or any other entity regarding the Participant unless requested in writing by the Participant's parent or guardian, and unless otherwise permitted by law.

If requested, each provider working with the Participant in a school must provide, at the Provider's expense, Kentucky and FBI background checks prior to being granted permission to work with Participant(s) in the schools over which the Board has authority.

The Provider and the school system, by executing this Agreement, hereby agrees to hold the one another harmless for any and all claims arising out of the provision of its services, or its failure to provide services to Participants.

It further agrees to indemnify both the Provider and the school system for any and all claims or losses suffered by the Provider or school district for any reason, provided said claims and losses are not the result of negligence, or malfeasance on nonfeasance on the part of either party.

The Provider shall maintain liability and malpractice insurance policies, and will provide the School with evidence of such policies upon request.

The Provider shall hold harmless and indemnification provisions of this Agreement given by the Provider to the School are given in consideration of the School providing its facilities to the Provider for use by the Provider.

It is agreed by and between the parties that the School does not provide this service, does not endorse this services, and does not warrant any services provided. The Provider agrees that it shall make no such representation, express or implied, to any Participant or Potential Participant.

There will be no financial agreement or arrangement of any kind associated with this agreement, neither the Board nor LifeSkills will have any financial obligation to the other in reference to this agreement.

This Memorandum of Agreement shall continue until such time as either party desires to terminate or modify its contents. The party desiring such a change will provide a 30-day notice of its intentions, for the purpose of making other arrangements or terminating clients.

The Board may terminate access to the school at any time, without notice to the provider.

This the ____ day of _____, 20__.

ALLEN COUNTY BOARD OF EDUCATION

PROVIDER:

LifeSkills Inc.

(print name of agency or business)

(Signature)

