



Service Agreement

School Based Mental Health Counseling Services

This Service Agreement ("Agreement") is entered into between Samaritan Counseling Center of the Fox Valley, doing business as Samaritan Inc. ("Samaritan"), and the New Holstein School District ("School District"), which is part of the THRIVE Calumet School-Based Mental Health Collaborative in Calumet County, for the provision of school-based mental health counseling services, effective as of July 1st, 2024. This Agreement outlines the terms and conditions of the school-based mental health counseling services provided by Samaritan under the THRIVE Calumet School-Based Mental Health Collaborative Memorandum of Understanding (Thrive MOU)

1. Scope of Services

Samaritan will provide school-based mental health counseling services to students at designated schools within the School District. Such services will include, but not be limited to, in-person or telehealth counseling sessions, consultations with teachers and other school staff, and other related services as agreed upon by both parties.

Samaritan will provide a set number of days of therapy services per week in designated schools according to the School District's needs and as agreed upon by the School District.

There will be at least six (6) therapy hours available on a typical day of service. Services will be provided primarily in-person at the school site. In cases of inclement weather, school cancellations, office closures, or student absence, services may be provided via telehealth as agreed upon and arranged by the therapist, student, and school district. When a family or student requires Spanish translation services Samaritan will collaborate with the school district to arrange for the presence/assistance of a translator for any interactions requiring translation. If the client would prefer to conduct sessions in Spanish Samaritan will provide bilingual therapy services via telehealth with one of our Menasha-based, Spanish-speaking therapists. Scheduling of appointments will occur between Samaritan staff and the student/family. Samaritan therapists will communicate weekly schedules of student appointments to designated school

personnel for the purpose of discreetly calling students to their appointments and excusing their absences from classes affected.

2. Licensure and Compliance

Samaritan will maintain stated certification with the State of Wisconsin for school branch offices (as defined in Thrive MOU) to provide outpatient mental health and substance abuse treatment services in specified schools. Samaritan will comply with all requirements of a school branch office that includes ensuring that qualified treatment trainees and licensed clinical staff providing services in schools have the necessary training and education for provision of services to the age of students served. Samaritan and the School District will maintain a distinction between school personnel and the therapists employed by Samaritan.

3. Policies and Procedures

In collaboration with school officials of each school where a branch office is established for school-based mental health services, Samaritan will develop policies and procedures specific to the delivery of these services in each school site. These policies and procedures will ensure that the delivery of services is consistent with applicable state licensure statutes and administrative rules (See Thrive MOU for what is responsibility of school site and of Samaritan).

4. Clinical confidentiality and Records

Samaritan will ensure that communication of any confidential clinical information between providers and the school branch office and the School District is done only with consent or as otherwise authorized in statute. Clinical records created in the school branch office are the property of Samaritan. Pupil records of students receiving services in the school branch office are in the custody of the school. Access to clinical records or client information is only done via properly created and executed releases of information or as otherwise authorized in the law (DHS Chapter 51 and 118, stats.; 42CFR2; and 34 CFR99 (Family Education Rights and Privacy Act)).

5. Liability Insurance and Space

Samaritan will provide evidence of adequate liability insurance to the School District. Samaritan will ensure that the space within the schools for use by the school branch offices, including storage of any confidential material, will be identified and will ensure the privacy and confidentiality of students, family members, and other individuals receiving services from the school branch offices.

6. Referral and Coordination of Care

Samaritan will accept referrals for clinical assessment for mental health counseling services that originated from the Wellness Screen program (a program operated by Samaritan), from a parent/guardian, from a health care provider or from the school staff after informed consent is obtained from the parent/guardian. Samaritan will coordinate care with school personnel whenever possible.

The referral shall identify the rationale for the assessment and contact information for the family.

Initial outreach to the referred student's parent/guardian to discuss scheduling, insurance/payment, and paperwork will be made by Samaritan staff. Records of referrals along with status (e.g., "scheduled," "wait list," "declined," or "school follow-up requested" will be provided to designated school personnel on a biweekly basis to ensure timely follow-up and scheduling of referred individuals who wish to proceed with clinical assessment.

7. Annual Report and Compliance

Samaritan will collaborate with the schools to create an annual report including client outcomes and parental feedback that will be submitted to the Wisconsin Department of Health Services (DHS) for review as appropriate. Samaritan will make available to the DHS any school branch office staffing records, policies and procedures, and clinical records for review or investigations. Reviews by DHS may include unannounced site visits at school branch offices for the purpose of evaluating compliance or investigating complaints.

8. Staffing

Samaritan's school-based mental health counseling services will be provided by licensed clinicians or qualified treatment trainees (QTT) in good standing with DHS licensing standards. Samaritan will make every effort to maintain staffing levels according to agreed number of days of services throughout the term of the Agreement.

9. Confidentiality and Non-Disclosure

For so long as this contract is in effect and for a period of two (2) years after termination of this contract, your school shall not disclose or communicate any "Confidential Information" of Samaritan to any person or entity other than Samaritan nor use said "Confidential Information" for any purpose or reason other than the benefit of Samaritan. For purposes of the preceding

sentence, “Confidential Information” means (but is not limited to) any information regarding Samaritan’s business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, or other knowledge possessed by Samaritan which is not generally known by individuals outside of Samaritan (including Samaritan’s employees, consultants, and advisors).

As for any “Trade Secret”, your school shall not use or disclose Trade Secrets for the benefit of anyone other than Samaritan Counseling Center either during or at any time after termination of this contract for so long as such Trade Secrets remain entitled to protection under applicable law. “Trade Secret” is defined as any information of Samaritan, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and that is the subject of efforts by Samaritan to maintain its secrecy that are reasonable under the circumstances. The restrictions set forth in this section are in addition to and not in lieu of any obligations of your school provided by law with respect to Samaritan’s Confidential Information and Trade Secrets, including any obligations your school may owe under the common law duty of loyalty, the Uniform Trade Secrets Act, applicable state statutes or other relevant statutes.

10. Non-Solicitation

For so long as this Agreement is in effect and for a period of twenty-four (24) months after termination of this Agreement for any reason (to be known as the “Non-solicitation Period”), the School District, or any of its Schools, shall not directly or indirectly solicit any employee of Samaritan for employment in the School District.

11. Force Majeure

Samaritan’s school based mental health counseling performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond its reasonable control and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.

12. Indemnification

School District hereby agrees to indemnify, defend and hold harmless Samaritan, and its officers, directors, agents, employees and representatives, from and against any and all liabilities, damages, claims, and/or causes of action (and including attorney fees and costs)

which may at any time be brought against Samaritan and/or its officers, directors, agents, employees and representatives, related to or arising out of the services provided under this Agreement.

13. Term and Termination

The terms of this Agreement will automatically renew each year on May 15th as Samaritan will keep the School District on its service roster, unless a written 30-day notice is given by either party to terminate this Agreement.

This Agreement may be modified at any time in writing with the consent of both parties. Any one of the parties may terminate this agreement with 30 days' written notification to the other party.

Termination may occur if either one of the parties fails to comply with a material term of this Agreement and has not come into compliance within two weeks of receipt of written notice of noncompliance.

This Agreement and the relevant provisions of the Thrive MOU constitute the entire agreement between the parties for provision of school based mental health counseling services by Samaritan and supersedes all prior or contemporaneous understandings, whether written or oral. This Agreement may not be amended except in writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

14. Fees and Payment terms

The School District agrees to pay a fee corresponding to a number of days of school based mental health counseling available for the School District.

The flat rate fee for the 2024-2025 year is calculated at \$215 per day of school-based counseling service provided, running July 1, 2024 -June 30, 2025. Days of service are assigned in collaboration between the School Based Counseling Coordinator and the school district. This fee covers non-billable hours including collaboration with school staff, meetings, administrative work and travel costs. **This fee does not cover the cost of any mental health services rendered to students, faculty, or family members.** Samaritan will bill insurance companies for services provided to students as much as possible and collect payments from clients as appropriate. A sliding fee scale may be utilized by Samaritan when a student or adult client does not have health insurance. If insurance and/or client payment do not cover the full cost of services provided, Samaritan will use grant or other fee assistance funds, as available, to cover the difference between billable and collectible fees.

Samaritan will invoice the School District for the service fee no later than within the first week

of July and payment in full is expected within 30 days upon Signing this agreement or a late payment fee may incur. If you would like to set up a payment plan, please contact Finance and Administration Director, Patty Eichhorst, at 920-886-9319 ext. 106.

School-based counseling services for the following academic year will be negotiated each spring and contracts/invoices updated based on services estimated and agreed upon number of service days per week for the upcoming year. Upon renewal, pricing will be updated based agreed upon number of days of service and any other changes to service offerings. Every spring, school-based counseling outcomes will be evaluated to ensure these services are providing maximum benefit. The pricing of the flat-rate fee for the provision of school-based counseling services for future years is subject to change.

Location of dedicated School Based Mental Health Counseling Branch offices within the School District and number of days of service per branch office:

Location of Branch Office	Days of Service Per Site
New Holstein (serving all grades)	12
New Holstein Elementary School	32
New Holstein Middle/High Schools	31
TOTAL:	75

School District Authorized Representative Signature

Date

Samaritan, Inc. Signature

Date