



Melba School District #136

P.O. Box 185, 511 Broadway, Melba, ID 83641
Phone 208-495-1141 Fax 208-495-1142

LEASE OF REAL AND PERSONAL PROPERTY

This Lease (the "Agreement"), entered into on the **25th of June 2019**, by and between the **Melba School District #136** (Hereinafter "District") a school district and body corporate and politic of the State of Idaho, and Community Health Clinics, Inc., an Idaho non-profit corporation, dba Terry Reilly Health Services (Hereinafter "Terry Reilly").

RECITALS

- A. The District is the owner of certain real property and of certain personal property located thereon, herein described that is not presently needed for school purposes, and the District desires to lease such property.
- B. The District and Terry Reilly desire to lease the property on the terms and conditions following:

AGREEMENT

It is mutually agreed as follows:

- 1. Term and Premises.** In consideration of the covenants and agreements herein contained and in consideration of the payment by Terry Reilly the sum of **\$0.00** on execution of this Agreement, the District leases to Terry Reilly that certain real and personal property herein described for a **term commencing on August 14, 2019, and ending on May 22, 2020.**
 - A.** The real and personal property covered by this Lease is described as :
 - i.** All that real property situated in the County of Canyon, State of Idaho described as:
 - Office at: **521 Carrie Rex Ave, Melba Idaho 83641**
 - ii.** All the personal property located on the above-described reality and described as:
 - Desk, chairs, bookcases.
 - B.** Terry Reilly shall have no option to purchase or otherwise acquire title to or ownership of any of the property or equipment of the District and shall only have the right to use it under and subject to the provisions of this Agreement. A key to the outside of the building and Terry Reilly office will be furnished by the District.
 - a.** Access to the building is Monday – Thursday 7:30 am to 4:30 pm.
 - b.** If school is not in session, no access will be given to building.



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- 2. Renewal Conference.** On or before **June 30, 2020**, the parties hereto shall enter into discussion as to whether or not they wish to enter into a subsequent Lease of Real and Personal Property. If such agreement is reached, a new and separate Lease of Real and Personal Property may be entered into or alternatively this Agreement may be amended, through addendum.
- 3. Purpose.** Terry Reilly agrees to use the above premises solely for the purpose of patient provision of Behavioral Health Counseling services (to include individual, group and family services) to individuals who also happen to be students of the District and for no other purpose and for no other patients of Terry Reilly without written consent of the District.

 - A.** Behavioral Health Counseling services will be focused on both Elementary, Junior and Senior High School students within the Melba School District in coordination with the District's current Psychologist.
- 4. Maintenance.** The District shall keep and maintain the grounds and appurtenances thereon in good condition at all times and shall, at its own cost and expense make all necessary repairs in and about the property, except for such repairs resulting from the actions of Terry Reilly and its, agents, employees, guests, invitees or visitors, which shall be the sole responsibility of Terry Reilly to perform at its sole expense.
- 5. Indemnification.** Terry Reilly shall defend, indemnify and hold harmless the District from and against any and all claims, actions, proceedings, costs or expenses, including attorney's fees, damages and liabilities arising out of, connected with, or resulting out of the use of the premises by Terry Reilly, and/or its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Terry Reilly in and about the leased premises.
- 6. Termination.** This Agreement may be terminated immediately by the District for breach of the Agreement by Terry Reilly. Further, either party may terminate this Agreement at any time with a thirty (30) days written notice of termination to the other party.

 - A.** All keys must be returned following termination. If keys are not returned, Terry Reilly will pay for all costs associated to replace and to rekey the building locks.



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- 7. Time of Essence and Default.** Time and the strict and faithful performance of each of the conditions of this agreement are expressly made the essence of this Agreement. If Terry Reilly defaults on this Agreement, in any manner, the District may terminate this Agreement by written notice to Terry Reilly and repossess the leased property. Upon a declaration of said default, Terry Reilly agrees to voluntarily relinquish possession of the leased property to the District.
- 8. Insurance.** Terry Reilly shall, at its sole cost and expense, throughout the term of this Agreement, obtain and maintain Commercial General Liability Insurance for the mutual benefit of both itself and the District at the following minimum limits and coverage:

Worker's Compensation:	At required statutory amounts
Bodily Injury and Property Damage Liability:	\$5,000,000 each occurrence combined
Personal Injury Liability:	\$1,000,000 each occurrence
General Aggregate Limit	\$3,000,000 each occurrence

The District shall be named as an Additional Insured.

The above required limits do not in any way limit the potential liability of Terry Reilly.

In the event Terry Reilly finds itself without the insurance coverages as set forth above, Terry Reilly shall notify the District within two (2) business days. Upon notification, it will be the decision, at the sole discretion of the District, as to whether or not to immediately terminate this Agreement. The District will provide general liability and building insurance.

Terry Reilly shall maintain an appropriate level of malpractice insurance. The Federally Supported Health Centers Assistance Act of 1992 and 1995 granted medical malpractice liability protection through the Federal Tort Claims Act (FTCA) to HRSA-supported health centers. Under the Act, health centers are considered Federal employees and are immune from lawsuits, with the Federal government acting as their primary insurer. As a Federally Funded Community Health Center, Terry Reilly (including SANE SOLUTIONS) are covered by the Federal Tort Claims Act for professional liability purposes. As deemed health center, Terry Reilly employees, and eligible contractors working within the approved scope of project are considered federal employees and are immune from lawsuits for medical malpractice. A patient who alleges acts of medical malpractice by a deemed health center cannot sue the health center or the provider(s) directly, but must file the claim against the United States Government. The Federal government assumes responsibility for costs related to a claim resulting from the performance of a medical, surgical, dental, or related function.



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- 9. Employees of Terry Reilly.** Agents and employees of Terry Reilly performing services at the leased premises are employees of Terry Reilly and in no way employees or agents of the District. None of the benefits of employment provided by the District to its employees is available from the District to Terry Reilly or any of its agents or employees. Terry Reilly shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required with respect Terry Reilly's agents and employees, if any. Terry Reilly will be solely and entirely responsible for the act of its agents and employees by reason of the use of the leased premises and access and/or provision of services to its patients who also happen to be District students.
- A.** All agents or employees of Terry Reilly who are providing services on the leased property and/or who are present on the leased property must have completed a fingerprint background check prior to providing services on the leased property. Should any employee's report contain a positive finding of prior conviction, regardless of form (i.e. conviction, withheld judgment or Alford plea), Terry Reilly and the District shall engage in a conference to determine whether or not it is appropriate for such employee or agent to be present upon the school's property associated with the services at the leased premises. The final determination shall be at the discretion of the District and information will be kept confidential unless such information must be released as required by law.
- 10. Confidentiality.** Each of the respective parties to this Agreement shall bound by and shall honor its respective confidentiality laws with respect to the student/school relationship and the patient/provider relationship. Neither party shall share or exchange any confidential information, including any inadvertently discovered information, regarding any patient/student without the proper fully executed release documents from the parent/legal guardian of the patient/student.
- 11. Student Release/ Independent Status.**
- A. Parent Release.** For any patient/student to be released from the school for the purpose of obtaining scheduled services with Terry Reilly, the parent/legal guardian of the patient/student shall provide to the school a release form detailing the dates and times the patient/student shall be released, including the estimated time period that the patient/student will be absent from the school's custody, date and supervision.
- i.** Terry Reilly in consultation with the parent/legal guardian of the patient/student shall determine the most appropriate way to transfer the patient/student from the school's classroom to the leased premises of Terry Reilly and likewise the return from the leased premises of Terry Reilly to the school's classroom.



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- ii. The school shall not be responsible for the transfer of the student nor any wrongful or negligent event that occurs to the student during the course of the patient/student transfer periods.

- B. During the time the patient/student is obtaining services from Terry Reilly and/or is on the leased premises of Terry Reilly, the patient/student is not under care, custody, control or supervision of the District. Accordingly, the District is not liable for any wrongful or negligent event that occurs during such absence from the school's custody, care, control or supervision.

- C. The District is in no manner responsible for the conduct of services performed by Terry Reilly and has no part in the patient/provider relationship between Terry Reilly and any patient/student who is obtaining services.

- D. The District is in no manner associated with nor responsible for any referral for services of any patient/student to Terry Reilly nor is the District responsible for the cost of any services provided by Terry Reilly to any patient/student. The provider/patient relationship is solely a relationship between the patient/student, parent/legal guardian and Terry Reilly.

- E. This leased premises is being provided to Terry Reilly solely for the convenience of the patient/student, family of patient/student and to aid in the student missing less school time for obtaining services. Terry Reilly provides no services for or on behalf of the District and shall not wrongfully use the District's property to obtain new patients.

- F. The District and Terry Reilly are independent parties and nothing in this Agreement shall be construed to alter or modify such independent party status. Terry Reilly shall choose the manner and means of performance of its professional services; provide its own equipment, tools and other materials, at its own expense. Nothing in this Agreement is intended to be nor shall such be construed as establishing a joint venture between the parties to this Lease Agreement.

12. Property of Terry Reilly — Medical Records, Notes and Documentation.

- A. Any patient treatment records created by Terry Reilly associated with any patient/student shall be properly stored, secured and safeguarded such that the records cannot be accessed by any other individual who may have access to the leased property as part of routine maintenance, cleaning or inspection of the leased premises. Electronic Health records are



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not the school's property but are the property and responsibility of Terry Reilly and that they are not provided to the school or any school personnel absent specific written consent.

- 13. Attorney Fees.** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.
- 14. Compliance with Laws.** Terry Reilly will comply with all federal, state and local laws and ordinances, rules and regulations, including anti-discrimination laws. If the attention of the District is called to any such violation on the part of Terry Reilly or of any person employed or admitted to the leased premises by Terry Reilly, Terry Reilly will immediately desist from and correct or cause to be corrected such violations.
- 15. Assignment.** Terry Reilly shall not assign this Agreement without the prior, written consent of the District nor allow any use of the leased premises other than as specified in the Lease Agreement.
- 16. Entire Agreement.** This Lease Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party, except to the extent incorporated in this Lease Agreement.
- 17. Modification.** Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- 18. Governing Laws and Enforcement.** This Agreement will be governed and construed in accordance with the laws of the state of Idaho in all respects.
- 19. After school hours-** Terry Reilly shall be responsible for the conduct of all patients/families occupying the premises while present after school hours. Terry Reilly shall faithfully observe and comply with such other District rules and regulations regarding use of the premises and/or other common areas.
 - A.** Afterhours use of the facilities for events beyond the scope of Behavioral Health Counseling must be scheduled with the District and the Building Principal. A written request must be presented at least thirty (30) days prior to the event. Failure to schedule the facilities, may result in immediate termination of this agreement.



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- B.** Should afterhours use of the facilities be granted, Terry Reilly may be responsible for all costs associated with the building use including but not limited to District employee wages to provide access and cleaning of the building.
- C.** As a general rule, all parent/student meetings should be scheduled during the building's regularly schedule hours which are Monday through Thursday from 7:30 am to 4:30 pm.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

District

Terry Reilly

By: _____

By: _____

Dr. Andrew Grover, Superintendent

Chief Executive Officer