

LEASE OF REAL AND PERSONAL PROPERTY

This Lease, entered into on September 3, 2024, by and between the Caldwell School District No. 132 (Hereinafter "District") a school district of the County of Canyon, state of Idaho, and Life Counseling Center Health Services (Hereinafter "Life Counseling Center").

RECITALS

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. The District and Life Counseling Center desire to lease the property on the terms and conditions following:

AGREEMENT

It is mutually agreed as follows:

- 1. Terms and Premises.** In consideration of the covenants and agreements herein contained and in consideration of the payment by Life Counseling Center the sum of \$30.00 on execution of this Agreement, the District leases to Life Counseling Center that certain real and personal property herein described for a term commencing on September 3, 2024 and ending on June 30, 2025.
 - 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:
 - Offices at identified schools within the district
 - ii.** All the personal property located on the above-described realty and described as:
 - Any offered materials by the school such as desk, chairs, office phone, bookcases or otherwise negotiated.
 - B.** Life Counseling Center 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 Life Counseling Center office will be furnished by the District.
- 2. Renewal Conference.** On or before March 1, 2025, 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.** Life Counseling Center agrees to use the above premises solely for the purpose of patient provision of Behavioral Health and Counseling services (to include group services) to individuals who also are current students of the District and their families, or persons who live within the boundaries of the school of interest.
 - A.** The premises will be for the provision of outpatient mental health not provided by the school district. Life Counseling Center will not provide services that are billed through the school district. Rather, they will operate as a community based mental health agency and internally bill medicaid for such services. Additionally, Life Counseling Center will not duplicate services that are provided by the school district.

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.
5. **Indemnification.** Life Counseling Center shall defend, indemnify and hold harmless the District from and against all claims, actions, proceedings, costs, damages and liabilities arising out of, connected with, or resulting out of the use of the premises by Life Counseling Center.
6. **Termination.** This Agreement may be terminated immediately by the District for breach of the Agreement by Life Counseling Center, and either party may terminate this Agreement by 30 days written notice of termination to the other party.
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 Life Counseling Center defaults on this Agreement, in any manner, the District may terminate this Agreement by written notice to Life Counseling Center and repossess the leased property. Upon a declaration of said default, Life Counseling Center agrees to voluntarily relinquish possession of the leased property to the District.
8. **Insurance.** In the event Life Counseling Center finds itself without insurance to address liability for property damage, personal injury or professional malpractice, Life Counseling Center 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. Life Counseling Center will agree to provide Malpractice Insurance and Workman's Compensation Insurance for any employee of Life Counseling Center. The District will provide general liability and building insurance.
9. **Employees of Life Counseling Center.** Agents and employees of Life Counseling Center performing services at the leased premises are employees of Life Counseling Center and in no way employees or agents of the District. None of the benefits of employment provided by the District to its employees are available from the District to Life Counseling Center or any of its agents or employees. Life Counseling Center shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required with respect to Life Counseling Center's agents and employees, if any. Life Counseling Center 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 Life Counseling Center who are providing services on the leased property and/or who are present on the leased property must have completed a fingerprint background check within the past twelve (12) months. Should any employee's report contain a positive finding of prior conviction, regardless of form (i.e. conviction, withheld judgment or Alford plea), Life Counseling Center 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.
10. **Confidentiality.**
 - A. Each of the respective parties to this Agreement shall be 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 on 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 Life Counseling Center, 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. Life Counseling Center 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 Life Counseling Center and likewise the return from the leased premises of Life Counseling Center to the school's classroom.
 - 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 Life Counseling Center and/or is on the leased premises of Life Counseling Center, 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 Life Counseling Center and has no part in the patient/provider relationship between Life Counseling Center 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 Life Counseling Center nor is the District responsible for the cost of any services provided by Life Counseling Center to any patient/student. The provider/patient relationship is solely a relationship between the patient/student, parent/legal guardian and Life Counseling Center.
- E. This leased premises is being provided to Life Counseling Center solely for the convenience of the patient/student, family of patient/student and community members that reside within the boundaries of the school of interest, through provision of counseling services. Life Counseling Center provides no services for or on behalf of the District. Life Counseling Center shall not wrongfully use the District's property in provision of their services.
- F. The private/professional relationship between Life Counseling Center and any patient/student, solely at discretion of the family/guardian of the student. The District and Life Counseling Center are independent parties and nothing in this Agreement shall be construed to alter or modify such independent party status. Life Counseling Center 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 Life Counseling Center – Medical Records, Notes and Documentation.

- A. Any patient treatment records created by Life Counseling Center 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. Medical records are not the school's property but are the property and responsibility of Life Counseling Center

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.** Life Counseling Center 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 Life Counseling Center or of any person employed or admitted to the leased premises by Life Counseling Center, Life Counseling Center will immediately desist from and correct or cause to be corrected such violations.
15. **Assignment.** Life Counseling Center 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.

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

Caldwell School District #132

Life Counseling Center

By: _____
Chair of the Board of Trustees

By: _____