

Puyallup School District

Memorandum of Understanding

SECTION I: PARTIES TO MOU:

MEMORANDUM OF UNDERSTANDING BETWEEN
PUYALLUP SCHOOL DISTRICT
AND
CONSEJO COUNSELING AND REFERRAL SERVICE

This Memorandum of Understanding ("MOU") is entered into between Puyallup School District ("District") and Consejo Counseling & Referral Services ("Provider") to provide school base behavioral health services to Puyallup District students at elementary and middle schools.

NOW, THEREFORE, THE DISTRICT AND PROVIDER AGREE AS FOLLOWS:

SECTION II: SCOPE OF SERVICES:

A. Behavioral health service focused:

Consejo is an award-winning agency that has provided over 40 years of culturally competent services to a growing and underserved communities living with special needs with a focus on families with children. Consejo Counseling and Referral Service is licensed to provide behavioral health services. Consejo school base services include intake, assessment, treatment plan, treatment plan reviews, individual therapy, and group therapy services. In the event a student needs to access psychiatric care and psychotropic medication management, the student will be referred to one of the Consejo outpatient treatment facility. School base Services will be provided by any of the following staff Substance Use Disorder Professionals, Substance Use Disorder trainees, Master Level Mental Health Therapist, Master level licensed clinician or BA level clinician under the supervision of a Mental Health Professional. School base services will be provided at the specified Puyallup Schools facilities within the school open hours. In order for Consejo staff to provide quality services, Consejo staff needs access to private space to conduct intake, assessment and individual therapy session.

Consejo Counseling and Referral will provide the following services to students at the Puyallup school district Programming details: Behavioral Health Services: Mental Health

1. MH screening
2. Intake/Assessment
3. Treatment plan
4. Individual/Group Therapy
5. Case Management/ Care coordination
6. Information and Referral

Day(s) of the week:

Monday through Friday

Time(s):

8 hours per day; following the school site daily schedule.

School Locations: Specified Puyallup schools — to be determined and mutually agreed upon at the beginning of each school year: Agreed upon schools for the 2023-24 school year include Edgemont Junior High and Stewart Elementary.

Number of Students Served:

Consejo will allocate FTE based on the number of school sites determined.

Duration of Program:

September 1, 2023 through July 31, 2024

B. Payment

Provider and the District wish to enter into an agreement to assist in providing the services described above by the means of referrals made to the students in need of behavioral health services, as identified by district staff. Provider shall receive funding for services through outside sources such as Medicaid, private insurance, private pay and grants. The student and/or family shall assume the financial obligation for this outside services. There will be no charge to the District. Services performed will be provided as deemed appropriate by the primary clinician, including duration, frequency and number of sessions. Length of time client engages in treatment will be determined by rate of progress, goals agreed upon by the clients and clinician, and client investment in continuing therapy.

C. Professional Qualifications

Provider declares that is has complied with all federal, state and local laws regarding business permits, and licenses that may be required to carry out the work to be

performed under this agreement. Provider further declares that is has the requisite qualifications, skills and experience necessary to provide such services.

D. General Terms and Conditions for Behavioral Health Services

1) Services to be performed

Provider agrees to and will perform the following services.

Behavioral Health Services

- i. Therapy/counseling with therapeutic goals that will support the student's academic success. Consejo will provide outpatient behavioral health services (i.e. Mental Health services) at designated school sites. Psychiatric care will only be available via telehealth or in person at the Graham office location.
- ii. Behavioral Health services may be delivered in individual, group, and family formats. The therapist/counselor and the designated school personnel will work collaboratively to determine specific formats based on clinical assessment and resource availability.
- iii. Consultation with family members, teachers, collaterals, and other child serving systems as deemed clinically necessary and relating to the mental health treatment of the enrolled student will be provided as a part of these services to ensure student support at the school.

2) Referral process

Students shall be referred to services according to the school's referral process utilizing Provider's Referral Form. The referral form is made available only to those schools where services are being provided.

Behavioral Health Services

- a. Initial intake assessment may be conducted at the Provider office or
- b. Initial intake assessment may also be conducted on-site if it better accommodates the needs of a student and his/her family. On-site intake assessment require that:
 1. The provider shall arrange the appointment date and time for intake assessment of a student based on the available times provided by the provider, as coordinated by the school personnel.
 2. A parent or legal guardian must accompany the student, if the student is younger than 13 years of age, during the intake

assessment. Written parent permission for counseling at school shall be provided each school year.

3. If a student is over the age of 13, the student may request these services without parental consent, pursuant to RCW 71.34.530, RCW 71.34.340 and RCW 70.96A.096, 230 and described in :
<http://depts.washington.edu/hcsats/PDF/quidelines/Minors%20Health%20Care%20Rights%20Washington%20State.pdf>
4. It is the intent of this agreement to have behavioral health services available to students in the school setting in such a way that adults who influence the life of the student seeking help are working together to reduce and/or remove any barriers to learning, support his/her academic, social, career planning or emotional success. Therefore, at the time of the initial intake, the Provider shall present the student with a Release of Information (ROI) form that authorizes the School Counselor, designated ESA certificated school personnel, teachers or school administrators who supports the student to share educational records with the Provider for purposes of providing mental health services to the student. The decision to sign the ROI is at the discretion of the parent or legal guardian, or the student. A current ROI must be on file for each school year for the provider and the district to openly share information about the student's Behavioral Health Needs.

E. Check-in Procedures

Upon arrival at designated District School building on each day of service, each Consejo provider shall report to the main office and sign-in to the Visitor's Log. Consejo personnel shall wear a badge identifying them as "Visitors" in the building, which is clearly visible to anyone passing them in the hall. Ongoing regular providers shall have their agency issued badge, which is clearly visible to anyone passing them in the hall. Consejo staff shall notify the school personnel the name of the students they will be visiting each time they are at a school.

F. Meeting Space

The School site will provide a meeting space in the school building for services to be conducted. The school will attempt to provide consistent space, which is conducive to the privacy and confidential needs of services and to the needs of other students and staff. In the event the use of the space conflicts with any

school event or program, the District, may elect to use the space for such school event or program, that the District will provide reasonable notice to Provider of the need for such use. All reasonable efforts will be made to provide similar alternative spaces. The building principal will have final authority over building use and availability issues. Alterations to the facility structure, room space or access are not part of this agreement. If there are required changes or enhancements such as but not limited to: windows, furniture, walls, doors, technology, electrical, plumbing, heating, ventilation or any other facility changes, a separate agreement will need to be added to this agreement. It is Consejo practice not to ask for this accommodation given the limited schools budgets and lack of space.

G. Communication

Consejo will provide regular communication of:

- a. Acknowledgement of a receipt of a referral within 48 work hours to Tonya Middling, Director of Student Support, via email at middlt@puyallupsd.org.
- b. An updated list of Consejo clinicians with names and contact info on schools have been selected and any changes if necessary throughout the year.
- c. When school-based appointments are scheduled, a notification will be provided to the school counselor, Mrs. Middling, and the student (if they are 13 or older) via email.
- d. A monthly update of activities and services provided to Mrs. Middling via email.

SECTION III

A. Background Checks:

Provider agrees that all staff assigned to work in a District school or with District students under this MOU have undergone a criminal history background check. Consejo staff assigned to District schools will apply as an agency hire and will have a Washington State Patrol (WSP) criminal background check completed. This must be done annually for any employees operating within the District. If staff have a current background check done from another district, Consejo will provide to the Puyallup District copies of the provider's criminal background checks. The criminal background check is paid by Consejo at \$60.25 per employee.

B. Confidential Student and Staff Information

The School District and Consejo agree that any student information obtained as a result of providing services pursuant to this MOU is confidential and cannot be disclosed to a third-party unless disclosure is required by law. Provider further

agrees and understands that the District will only provide educational record information to Provider upon a signed release of Educational information, which must be signed by a parent or the student, if the student is 18 years of age or older. Provider has the responsibility to get the consent form signed and will make a copy of the consent form available to the District. The District and Consejo agree that students health information is protected under the HIPPA rule and 42 CFR federal confidentiality law for substance use individuals.

C. Independent Provider

The parties agree this MOU does not make any person an employee of the other party. Provider shall be an independent provider and not an agent or representative of the District with regard to the services provided under this MOU. It is understood that the District does not agree to use Provider exclusively. It is further understood that Provider is free to contract for similar services to be performed for other Districts or agencies while under this MOU with the District. No Provider assigned to work at a District location or for a District student shall be considered a District employee because of this MOU. Provider is responsible for all wages and benefits owned to Provider staff, agents, or volunteers. Further, the District retains the right to immediately prohibit any Provider staff, agent, or volunteer from coming on District property if the District has good reason, which includes but is not limited to violation of a District policy, procedure, or guideline.

D. Indemnification

The Provider agrees that to the fullest extent permitted by law, Provider will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and

encumbrances, without limitation, arising out of or resulting from the negligence by the District.

Insurance

The Provider, at its own cost, shall maintain and provide evidence of the following insurance coverage.

1. General Liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 aggregate. Puyallup School District, its agents, employees, and board members shall be named as an Additional Insured. Policy shall include a Waiver of Subrogation clause and a Primary & Non-Contributory clause.
2. Sexual Abuse and Molestation insurance in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 aggregate.
3. Employers Liability (Washington Stop-Gap) in the amount of no less than \$1 per occurrence.
4. Automobile bodily injury and property damage liability in a minimum amount of \$1 per accident for owned, non-owned and hired vehicles.
5. Professional Liability (malpractice) insurance in the minimum amount of \$2,000,000 per occurrence.

Prior to the commencement of this Contract, Provider will furnish Puyallup School District with evidence of such insurance protection in the form of a certificate of insurance.

F. Terms of the Agreement

This MOU is effective when signed by both parties and ends on July 31, 2024.

G. Termination

The District may terminate the MOU for cause immediately and may terminate this MOU, with 30 days written notice to the Provider. The Provider may, at any time, terminate this MOU, with 90 days written notice to the District.

H. Notices

All notices contemplated or required under this MOU shall be in writing and delivered by hand or U.S. Mail as follows:

To the District:

Dr. John Polm,
Superintendent
302 2 nd St SE
Puyallup, WA 98372-0156

To the Provider:

Mario E. Paredes, MA
Executive Director
Consejo Counseling & Referral Service 3808
S. Angeline St
Seattle, WA 98118

I. Other Provisions

- 1) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- 2) Amendment. Modifications to this MOU must be in writing and be signed by each party.
- 3) Governing Law. The terms of this MOU shall be interpreted according to and enforced under the law of the State of Washington and is subject to all laws and regulations of the State of Washington.
- 4) Severability. If any provision of this MOU is held invalid or unenforceable, the remainder of the MOU will not be affected, but continue in full force.
- 5) Assignment. The Provider shall not assign its rights or responsibilities under this Agreement, unless it receives written permission from the District.
- 6) Non-Waiver. Any expressed waiver or failure to exercise promptly any right under this MOU will not create a continuing waiver or expectation of nonenforcement of any MOU provision.

- 7) District Policies and Procedures. Provider agrees that all staff assigned to a District school or to provide services to District students under this MOU shall comply with all District policies, procedures, and guidelines.
- 8) Counterparts. The parties agree that this MOU may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

PUYALLUP SCHOOL DISTRICT:



John Polm Jr

SIGNATURE

Dr. John Polm

PRINTED NAME

Superintendent

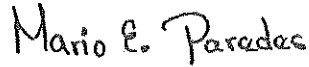
Title

Aug. 21, 2023

8/21/23

Date

PROVIDER:



Mario E Paredes

SIGNATURE

Mario E. Paredes

PRINTED NAME

Executive Director

Title

Aug 21, 2023

8-21-23

Date



Agenda Item Details

Meeting	Sep 18, 2023 - Regular Board Meeting at Kessler Center and livestreamed via Zoom
Category	3. Consent Agenda
Subject	D. Business Services - Interlocal Agreement - Consejo Counseling and Referral Service
Type	Action (Consent)
Recommended Action	Approval of Interlocal Agreements - Consejo Counseling and Referral Service, as presented.

Submitted by:

Laura Marcoe, Assistance Superintendent of Business & Support Services.

Issue:

Consideration for approval of an interlocal agreement between Consejo Counseling and Referral Service and Puyallup School District to provide school base behavioral health services to students at select elementary, junior, and/or senior high schools.

Background:

RCW 28A.320.080 and RCW 39.34 authorizes school districts in the State of Washington to enter into cooperative agreements between governmental agencies to purchase equipment, supplies, and services for use in the school district.

Discussion:

Consejo Counseling and Referral Service is licensed to provide behavioral health services. Their school base services include intake, assessment, treatment plan, treatment plan reviews, individual therapy, and group therapy services.

Contact Information:

If you have questions or comments regarding this item, please contact Laura Marcoe, Assistant Superintendent of Business & Support Services at marcoelk@puyallupsd.org or (253) 841-8762 or Amie Day, Director of Accounting & Finance at dayak@puyallupsd.org or (253) 435-6777.

[Interlocal Agreement - Consejo Counseling 9.18.23.pdf \(266 KB\)](#)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Approve the consent agenda, as presented.

Motion by Maddie D Names, second by David B Berg.

Final Resolution: Motion Carries

Yea: David B Berg, Turan Kayaoglu, Maddie D Names, Joseph Romero