

ORIGINAL MEMORANDUM OF  
UNDERSTANDING

BETWEEN

COMPREHENSIVE LIFE RESOURCES  
*and*  
PUYALLUP SCHOOL DISTRICT

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
BY AND BETWEEN  
COMPREHENSIVE LIFE RESOURCES AND  
PUYALLUP SCHOOL DISTRICT**

This Memorandum of Understanding and Agreement is entered into upon the date on which signatures are affixed to this document, by and between Comprehensive Life Resources hereinafter referred to as "CLR" and Puyallup School District, hereinafter referred to as "The District." This Memorandum of Understanding and Agreement shall be in effect from August 1, 2023 to July 31, 2024.

Witness That:

WHEREAS School Districts in the State of Washington are authorized by statute to participate in interlocal agreements to secure services not otherwise provided; and

WHEREAS, The District has determined that certain students may be served by CLR.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained, the parties agree as follows.

**ARTICLE 1: RESPONSIBILITIES OF ALL PARTIES**

The parties agree to carry out their program responsibilities as defined in ATTACHMENT A of this Memorandum of Understanding and Agreement.

**ARTICLE 2: COMMENCEMENT AND TERMINATION OF THE PROGRAM**

The program will commence on the day authorizing signatures are affixed to this document. By agreement of both parties, the program may be renewed for additional yearly durations as needed.

Either party may terminate this Memorandum of Understanding and Agreement upon thirty (30) days' written notice to the contact person identified in Article 12 delivered in person or by U.S. mail. In addition, either party may terminate this Memorandum of Understanding and Agreement immediately for default, in whole or in part, by written notice if either party has reasonable basis to believe that the other party has: (a) failed to meet or maintain any requirements for contracting with the other party; (b) failed to ensure the health or safety of any student for whom services are being provided; (c) failed to perform under, or otherwise breached, any term or condition of this Memorandum of Understanding and Agreement and/or violated any applicable law or regulation. The notice shall specify the date of termination and, in the event the notice is mailed, be conclusively deemed to have been delivered to and received by the other party as of midnight the second day of mailing. After receipt of a notice of termination, and except as otherwise specified, the parties shall stop work on the date and to the extent specified.

### ARTICLE 3: INDEMNIFICATION

CLR shall indemnify and hold harmless the District, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, all claims, demands, damages, suits at law or equity, liabilities, losses, judgments, liens, expenses, and costs (including but not limited to attorneys' fees) arising out of or occasioned by the performance, acts, and/or omissions by CLR, its employees, agents, representatives or volunteers relative to activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, CLR, shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

The District shall indemnify and hold harmless CLR, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or an equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the performance, acts, and/or omissions solely by The District, its employees, agents, representatives or volunteers relative to activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, The District, shall pay any judgment or lien arising therefrom, including all costs as part thereof.

### ARTICLE 4: NON-DISCRIMINATION

The District and CLR shall comply with all applicable federal, state, and local non-discrimination laws, regulations, and ordinances. No person shall, on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, sexual identity, religion, pregnancy or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by CLR and its agents under this Memorandum of Understanding and Agreement. In the event of either party's noncompliance or refusal to comply with this nondiscrimination provision, this Memorandum of Understanding and Agreement may be terminated in whole or in part.

### ARTICLE 5: CONFIDENTIALITY

The District and CLR acknowledge that certain data, material, or information which originates from this Memorandum of Understanding and Agreement regarding students may consist of confidential data owned by The District or confidential, personally identifiable data subject to the Federal Family Educational Rights and Privacy Act (FERPA) or other privacy laws, and that disclosure to or use by third parties could be damaging. CLR therefore agrees to hold all such material and information in the strictest confidence, to not make use thereof other than for the performance of this Memorandum of Understanding and Agreement, to release it only to authorize employees and agents requiring such information and not release or disclose it to any other party unless specifically authorized in writing by the students (if the student is 18 year of age or older) or the student's parent or guardian (if the student is less than 18 years of age) or as otherwise authorized by law or regulation, including, but not limited to 34 CFR Section 99.31-33.

### ARTICLE 6: INDEPENDENT CAPACITY

The District and CLR intend that an independent contractor relationship will be created by this Memorandum of Understanding and Agreement. Neither party, or its employees or agents performing under this Memorandum of Understanding and Agreement are employees nor agents of the other, hold himself/herself out as, or claim to be an officer, employee, or agent of the other.

#### ARTICLE 7: SEVERABILITY

If any provision of this Memorandum of Understanding and Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this memorandum of Understanding and Agreement which can be given effect without the invalid provision, and to this end the provisions of this Memorandum of Understanding and Agreement are declared to be severable.

#### ARTICLE 8: FORCE MAJEURE

If either party's performance is precluded due to a natural disaster (a "force majeure") which is not the fault of either party, no party shall be responsible to the other for any damage suffered by any party as a result of such force majeure.

#### ARTICLE 9: SPECIFIED AND UNSPECIFIED ITEMS

Further implementation of this Memorandum of Understanding and Agreement, by specific delineation of certain duties and responsibilities by the parties for other services to be rendered, shall be delineated in Attachments A and B executed by the parties which shall then become part of this Memorandum of Understanding and Agreement.

#### ARTICLE 10: No COST

There will be no fees charged by either party to the other for services provided. CLR will provide assessment for all consumers who seek to access services. Consumers who meet medical necessity for Medicaid billable services will be enrolled as consumers and CLR will submit billing for services. The District agrees to cover incidental expenses such as electricity, heat, and building use. Proper facility use forms will be completed by CLR when required by a building or the District.

#### ARTICLE 11: INSURANCE COVERAGE

The parties shall at all times comply with all applicable workers' compensation, occupational disease and occupational health and safety laws, statutes, and regulations to the fullest extent applicable, including the purchase of industrial insurance coverage or maintain a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease. CLR agrees to carry at least one million dollars (\$1,000,000) in liability and damages insurance to cover its activities under this Memorandum of Understanding and Agreement. Certificates and/or evidence satisfactory to the District confirming this existence, terms, and conditions of all insurance required above shall be delivered to the District's employee in charge of risk management within three business days of the district's request.

CLR shall maintain complete records relating to this Memorandum of Understanding and Agreement which shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the District's Superintendent, Office of State

Auditor or other officials so authorized by law, rule, regulation or agreement. CLR will retain all books, records, documents and other materials relevant to its compliance with this contract for seven (7) years after the date of termination of this Memorandum of Understanding and Agreement. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### ARTICLE 12: CONTACT PERSONS INFORMATION IS NEEDED FOR BELOW

##### **Puyallup School District:**

**Name:** Tonya Middling  
**Title:** Director of Equity and Social Emotional Wellness  
**Address:** 302 2<sup>nd</sup> Street SW; Puyallup, WA 98372  
**Phone:** 253-840-8907  
**Email:** middlingt@puyallup.k12.us

##### **Comprehensive Life Resources:**

**Name:** Kathy Hagen, LICSW  
**Title:** Chief Clinical Officer  
**Address:** 1305 Tacoma Ave S. #201, Tacoma, WA 98402  
**Phone:** 253-396-5884  
**Email:** khagen@cmhshare.org

#### ARTICLE 13: ENTIRE AGREEMENT: AMMENDMENTS

This Memorandum of Understanding and Agreement constitutes the complete and final agreement of the parties relating to this subject matter, replaces and supersedes all oral and written proposals and Memorandum of Understanding and Agreements heretofore made on the subject matter and may be modified only by written consent signed by both parties.

#### ARTICLE 14: PLEDGE OF INTENT

Both parties agree that it is to the mutual benefit of the parties to extend their best efforts to cooperate with each other and to bring to fruition the programs contemplated by this Memorandum of Understanding and Agreement. Each assures the other that it will extend its best efforts to accomplish that objective. Any dispute arising from this Agreement shall first be submitted to the designated parties representing CLR and The District for initial resolution within a reasonable period of time prior to any action being taken.

#### ARTICLE 15: GENERAL TERMS AND CONDITIONS

- I. **Access to Data.** CLR shall provide access to any data/information generated under this Memorandum of Understanding and Agreement to The District, The District Superintendent's designee, or any State or Federal Auditor at no additional cost provided that a current signed Release of Information is obtained from the consumer or Legal Guardian. This includes access to all information that supports this Memorandum of Understanding and Agreement.

CLR agrees that no District educational information will be transmitted to CLR without prior written consent from the student and/or the student's parent, and that any data not covered by the Memorandum of Understanding, will be subject to review and approval by the District's Research and Review Committee for approval.

2. **Assignment.** Neither the District nor CLR shall assign this Memorandum of Understanding and Agreement, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this Memorandum of Understanding and Agreement.
3. **Ethical Conduct.** CLR certifies that it, or its employees or agents, has not given, offered, provided, promised, pledged or been solicited to provide anything of economic value to a District official, employee or agent, as a gift, gratuity, commission or favor that may influence the selection of CLR for the work to be performed under this Memorandum of Understanding and Agreement. No director, employee, or agent of CLR shall enter into any non-consumer business arrangement with any director, employee, or agent of the District without prior written notice to the District Superintendent or designee. Neither CLR nor any employee or agent of CLR shall participate in the performance of any duty or service in whole or part under this memorandum of Understanding and Agreement in violation of any law, regulation, or policy that prohibits the use of public resources for political reasons.
4. **Governing Law.** The laws of the State of Washington shall govern this Memorandum of Understanding and Agreement. Pierce County, Washington shall be the venue for any litigation arising out of this Memorandum of Understanding and Agreement.
5. **Subcontracting.** Neither CLR nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Memorandum of Understanding and Agreement without obtaining prior written approval of the Superintendent or designee. In the event shall the existence of any subcontract operate to release or reduce liability of CLR to The District for any breach in the performance of CLR's duties. This clause does not include contracts of employment between CLR, and personnel assigned to work under this Memorandum of Understanding and Agreement.

Attachment A - Specific Agreements

ATTACHMENT A  
SERVICE AGREEMENTS

Comprehensive Life Resources (CLR) agrees to:

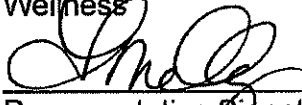
- A. Provide a credentialed service provider at designated Puyallup School District schools. The location of this service shall be approved by both CLR and the school principal where the services are being co-located. Services provided shall include mental health assessment, individual and family counseling, case management/resource connection, and family advocacy. In addition, CLR will provide crisis intervention to ~~White River~~ <sup>Puyallup School District</sup> students via embedded staff or through telehealth support. *ds* *kt*
- B. Provide services at no cost to The District. CLR will bill available insurance or utilize grant funding to serve students.
- C. CLR will ensure that Washington State Patrol background checks are completed with no disqualifying events by CLR employees prior to being sited at any school or other District facility.
- D. Work with The District's school administration and guidance staff to facilitate a process of referral to the program.
- E. Adhere to The District's administrative requests for changes in CLR personnel, subject to CLR's right to immediately terminate this Memorandum of Understanding and Agreement.

The District Agrees to:

- A. Provide a designated private space for CLR staff to provide services.
- B. Provide student information on a need-to-know basis for CLR staff as it relates to their work with students.
- C. Refer students, age 13 or over and students 12 years or under with parental or guardian consent, for CLR services.
- D. Provide complementary secure internet access to CLR while working in school locations.

Puyallup School District

Tonya Middling  
Director of Equity and Social Emotional  
Wellness



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Representative Signature

9-25-23

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Date

Comprehensive Life Resources

Kathy Hagen, LICSW  
Chief Clinical Officer

DocuSigned by:  
Kathy Hagen, LICSW

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Representative Signature

9/25/2023

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Date





## Agenda Item Details

Meeting	Nov 06, 2023 - Regular Board Meeting at Kessler Center and livestreamed via Zoom
Category	3. Consent Agenda
Subject	F. Business Services - Interlocal Agreement - Comprehensive Life Resources
Type	Action (Consent)
Recommended Action	Approval of Interlocal Agreement - Comprehensive Life Resources, as presented.

### **Submitted by:**

Laura Marcoe, Assistance Superintendent of Business & Support Services.

### **Issue:**

Consideration for approval to renew an interlocal agreement between Comprehensive Life Resources (CLR) and Puyallup School District to provide a credentialed service provider at designated 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:**

CLR will provide services to include mental health assessment, individual and family counseling, case management/resource connection, family advocacy and crisis intervention to district students via embedded staff or through telehealth support.

### **Contact Information:**

If you have questions or comments regarding this item, please contact Laura Marcoe, Assistant Superintendent of Business & Support Services at [marcoelk@puyallup.k12.wa.us](mailto:marcoelk@puyallup.k12.wa.us) or (253) 841-8762 or Amie Day, Director of Accounting & Finance at [DayAK@puyallup.k12.wa.us](mailto:DayAK@puyallup.k12.wa.us) or (253) 435-6777.

[Interlocal Agreement - Compresensive Life Resources 11.6.23.pdf \(420 KB\)](#)

*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 Michael D Keaton, second by David B Berg.

Final Resolution: Motion Carries

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