

Puyallup School District

Memorandum of Understanding

SECTION I: PARTIES TO MOU:

MEMORANDUM OF UNDERSTANDING BETWEEN
PUYALLUP SCHOOL DISTRICT
AND
CATHOLIC COMMUNITY SERVICES (CCS)

This Memorandum of Understanding ("MOU") is entered into between Puyallup School District ("District") and Catholic Community Services ("Provider") to provide school base behavioral health services to Puyallup District students at select schools as determined by the Director of Student Support.

THE DISTRICT AND PROVIDER AGREE AS FOLLOWS:

SECTION II: SCOPE OF SERVICES:

A. Behavioral health service focused:

Catholic Community Services (CCS) is an agency that has provided over 30 years of services to a growing and underserved families living in poverty. CCS is licensed to provide behavioral health services. CCS school-based 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 an outpatient treatment facility. School-based services will be provided by any of the following staff: Mental Health Therapist, Master level licensed clinician or BA level clinician under the supervision of a Mental Health Professional. School-based services will be provided at the specified Puyallup schools facility within the school open hours. For CCS staff to provide quality services, access to private space to conduct intake, assessment and individual therapy session will be required.

Children and youth in services are served by a team of child and adolescent mental health clinical staff and certified peers who are available to the family 24 hours a day, 7 days a week.

Building on 30+ years' experience of community and home-based crisis work with children and families in Pierce County, Family Behavioral Health (FBH) offers a full array

of strategies to assist families in resolving crises in their children. Services may range from a one-time crisis contact to referrals to community mental health providers or a more intensive service areas such WISe, FAST or other community providers.

Mobile Crisis and Stabilization

Upon notification of a crisis via the Pierce County Crisis Line, an FBH clinician calls the referent to assess the crisis. Typically, the clinician responds in 90 minutes or less to the crisis location. Families are met at the family home, school, park, shelter, Emergency Departments, or anywhere in the community the crisis occurs. The majority of time the clinician will meet the youth and family face-to-face, assess the immediate risk and engage the youth and family in a process of crisis resolution and individualized safety planning. An agreed upon Safety Plan is created with the family. Linkages to other helpful supports and services are initiated. The family has daily contact throughout the Crisis.

FAST-Family, Assessment & Stabilization Team

Intensive support services are provided to families with children at risk of out of home placement. This is a short-term (up to 90 days based on need) community-based alternative to psychiatric hospitalization or foster care placement. Intended outcomes are increased safety, stabilization, and ensuring children have a permanent family resource. FAST provides a team-based rapid and intensive crisis response to children, youth and families resulting in improved safety and stability, prevention of out-of-home placement or placement disruptions, and/or prevention of psychiatric hospitalization. FAST utilizes a strength-based, family-driven and youth-guided approach, incorporating a strong emphasis on increased family engagement and family connections as well as facilitating access to ongoing natural and community supports. The FAST team provide the full range of brief, solution-focused mental health services and supports – including the use of Parent and Youth Peer supports. Intended outcomes are increased safety, stabilization, and ensuring children have a permanent family resource.

WISe – Wraparound with Intensive Services

WISe is a voluntary service provided to Medicaid eligible youth who meet criteria for intensive services via a brief screening tool conducted by CCS. WISe takes a team approach to meeting a student's needs with the team comprising of clinical staff and

peer support. It provides intensive mental health services and care coordination to support a student and family reach their individualized mental health goals.

CCS will provide the following services to students enrolled in their services:

- Behavioral Health Services: Mental Health
- MH screening
- Intake/Assessment
- Treatment plan
- Individual and Family Therapy
- Case Management/ Care coordination
- Transition Resources and Referral

Day(s) of the week:

Monday through Friday

Time(s):

CCS staff is available to provide service to enrolled youth and families 24/7 based off individual and family need

School Locations: Specified Puyallup schools — to be determined based off the assigned school for youth enrolled in CCS services. For Mobile Crisis and Stabilization services the school will be based off of youth/family need.

Number of Students Served:

CCS will allocate FTE based on the needs of youth enrolled in services.

Duration of Program:

December 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 or families. 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. CCS will provide behavioral health services (i.e. Mental Health services) at designated school sites.
- 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 CCS-Family Behavioral Health services according to the school's referral process utilizing Provider's Referral process. 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 their 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 family or 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%20OH%20ealth%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 CCS provider shall report to the main office and sign-in to the Visitor's Log. CCS 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. CCS 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 CCS practice not to ask for this accommodation given the limited schools budgets and lack of space.

G. Communication

CCS 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 CCS 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.

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. CCS staff assigned to District schools will apply as volunteer through Puyallup School District volunteer application process at: <https://www.helpcounterweb.com/welcome/apply.php?district=puyallup>. This must be done annually for any CCS employees operating within the District. CCS will maintain compliance with all federal and state laws and policies which include annual background checks for all direct service staff.

B. Confidential Student and Staff Information

The School District and CCS 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 CCS agree that student's health information is protected under the HIPAA 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 \$1,000,000 per occurrence.
4. 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 30 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:

Tonya Middling,

Director of Student Support

302 2nd St SE

Puyallup, WA 98372-0156

To the Provider:

Executive Director

Catholic Community Services

7610 40th St. W. Suite 300

University Place, 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:



Tonya Middling

SIGNATURE

Tonya Middling

PRINTED NAME

Director of Student Support

Title

Jan. 25, 2024

1/25/24

Date

PROVIDER:



SIGNATURE

Mary Stone-Smith

PRINTED NAME

Executive Director Vice President

Title

Jan. 25, 2024

1/25/2024

Date



Agenda Item Details

Meeting	Feb 20, 2024 - Regular Board Meeting at Kessler Center and livestreamed via Zoom
Category	3. Consent Agenda
Subject	F. Business Services - Memorandum of Understanding - Catholic Community Services
Type	Action (Consent)
Recommended Action	Approval of Memorandum of Understanding - Catholic Community Services, as presented.

Submitted by:

Laura Marcoe, Assistance Superintendent of Business & Support Services.

Issue:

Consideration for approval of a Memorandum of Understanding (MOU) between Catholic Community Services (CCS) and Puyallup School District to provide school based behavioral health services to district students at select schools.

Background:

RCW 28A.320.080 and RCW 39.34 authorize 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:

Catholic Community Services is available to children and youth 24 hours per day, 7 days per week. Upon referral, CCS will provide multi-tiered behavioral health, crisis, and wraparound supports by licensed behavioral health specialists. Services include screening, intake, assessment, treatment plan (reviews), individual/group/family therapy, case management, care coordination, transition resources and referrals for district students.

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 or (253) 841-8762 or Amie Day, Director of Accounting & Finance at DayAK@puyallup.k12.wa.us or (253) 435-6777.

Memorandum of Understanding - Catholic Community Services 2.20.24.pdf (3,558 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 David B Berg, second by Maddie D Names.

Final Resolution: Motion Carries

Yea: Joseph Romero, David B Berg, Maddie D Names, Gretchen S Miles, Shannon C Burch