

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “**Memorandum**”), dated as of 2/22/2024, by and between the Puyallup School District, a school district based in Pierce County, WA (“**District**”) and Charlie Health, Inc. District and Charlie Health (defined below) are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

### RECITALS

**WHEREAS**, Puyallup School District is a School District located in Pierce County, WA;

**WHEREAS**, Puyallup School District is interested in identifying quality services needed by its students to support continued health and welfare;

**WHEREAS**, Puyallup School District desires to identify quality providers of behavioral and mental health services to which it may refer its students;

**WHEREAS**, Charlie Health, Inc. provides management services to behavioral health facilities which are committed to providing high quality telehealth based behavioral and mental health services tailored to the specific needs of patients in accordance with current best practices (such facilities together with Charlie Health, Inc., “**Charlie Health**”). Charlie Health’s service locations for this Agreement are the following Washington: CH MH Services (WA), LLC and Charlie Health Medical, PA.;

**WHEREAS**, Charlie Health is part of an organized health care arrangement (as defined in HIPAA (as defined below)), certain members of which are behavioral and mental health providers that provide telehealth based behavioral and mental health care services for adolescents and young adults through duly qualified providers (“**Providers**”) experienced in the provision of such services; and

**WHEREAS**, the purpose of this Memorandum is to set forth the Parties separate roles in promoting the health and welfare of such students/patients;

**NOW, THEREFORE**, the Parties hereby agree as follows:

### ARTICLE 1

#### REPRESENTATIONS OF CHARLIE HEALTH

1.1 Provision of the Services. Charlie Health, through its Providers provides telehealth based behavioral and mental health services tailored to the specific needs of patients in accordance with current best practices (“**Services**”). It is acknowledged that in no event shall Charlie Health or the Providers be obligated to admit or treat any patient, and that admissions shall follow Charlie Health’s standard admission and clinical criteria and practices and respect patient and family preferences.

(a) Providers. All Charlie Health Providers shall be appropriately qualified to provide the necessary Services.

(b) Personnel and Management. Charlie Health will retain necessary administrative personnel and management to support the provision of the Services.

(c) Operational Policies and Procedures. Charlie Health is responsible for the creation, implementation and enforcement of all policies and procedures required to provide the Services.

(d) Insurance. Throughout the term of this Memorandum, Charlie Health shall maintain general and professional liability insurance coverage in amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and sexual molestation liability insurance in the amount of at least One Million Dollars (\$1,000,000.00).

(e) Discrimination Prohibited. Charlie Health shall provide Services in the same manner and in accordance with the same standards offered to all Charlie Health patients. Charlie Health, in accordance with the provisions, spirit and intent of this Memorandum, shall not differentiate or discriminate in the treatment of its patients or in the quality of services rendered to its patients on the basis of race, creed, color, national origin, sex, age, religion, sexual orientation, veteran status, handicap, place of residence, health status, source of payment, or credit history.

1.2 Use of Names for Marketing.

(a) Charlie Health agrees to allow Puyallup School District to list Charlie Health's name, contact information, available services, and an indication of Charlie Health's willingness to accept students among their listing of available resources for behavioral and mental health providers.

(b) Both Parties shall agree to the context of any marketing or advertising materials prior to their publication.

**ARTICLE 2**

**REPRESENTATIONS OF DISTRICT**

2.1 Puyallup School District agrees to provide students with information related to Charlie Health and its services and resources in circumstances where Puyallup School District deems such information may be appropriate and useful for the student. Puyallup School District agrees to only provide materials (written, electronic or otherwise) related to Charlie Health that have been approved in advance for such dissemination by Charlie Health. Puyallup School District agrees to cease utilization of any materials and/or replace such with other revised and/or updated materials as requested by Charlie Health.

**ARTICLE 3**

**NO COMPENSATION and NO REQUIREMENT TO REFER; PATIENT CHOICE**

3.1 For the avoidance of doubt, this Memorandum is nonexclusive and does not create any obligation on either Party to refer students/patients or other business to the other Party. Moreover, there shall be no compensation or any remuneration exchanged between the parties in connection with this Memorandum.

3.2 The Parties acknowledge that patient choice is paramount to delivering quality care. Accordingly, the Parties acknowledge and agree that all patients have the freedom to choose (and/or request referral to) any provider of services, that the Parties will advise patients of such right and that all activity referenced herein will be subject to patient choice (subject to applicable law).

3.3 The Parties acknowledge and agree that all health and health-related professionals employed by or under contract with either Party retain sole and complete discretion to refer patients to any and all providers who best meet the clinical needs of such patients.

3.4 The Parties acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither Party has offered or received any inducement or other consideration in exchange for entering into this Agreement. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either Party by the other Party.

## ARTICLE 4

### CONFIDENTIALITY; COMPLIANCE

4.1 Proprietary Information. The information and material provided by either Party in contemplation of or in connection with this Memorandum, including the terms hereof, remains proprietary to the disclosing Party. Neither Party shall disclose any information proprietary of the other, including, but not limited to, marketing plans, customer lists, and pricing information, or use such information or material except: a) as otherwise set forth in this Memorandum, b) as may be required to perform obligations hereunder, c) upon the express written consent of the Parties, or d) as required by applicable law, except that Charlie Health may disclose such information to its employees, service providers, directors, legal advisors, accountants, advisors lenders, potential acquirors and business advisors, on a need to know basis and provided that such parties are bound by confidentiality obligations in respect of such information, and to prospective equity investors on a need to know basis in the course of bona fide due diligence. The Parties acknowledge that irreparable harm may result from a breach of this Section 4.1, that money damages may not be sufficient to compensate for such harm and, accordingly, agree that the parties shall be entitled to specific performance to enforce the terms of this Section 4.1.

4.2 Intellectual Property. Each party shall retain its right in its own intellectual property and no such rights shall transfer to the other party as the result of this Memorandum. Unless otherwise agreed to in advance and in writing by a Party, no Party may use such intellectual property of the other Party. Upon termination of this Memorandum, each Party shall return any intellectual property of the other Party.

4.3 Medical/Health Records. The Parties agree to abide by applicable law regarding confidentiality of each patient's medical or health records and any personally identifiable information, including without limitation the Health Information Portability and Accountability Act of 1996, as amended ("HIPAA"), 42 CFR Part 2 and their implementing regulations and any applicable state privacy laws, including privacy requirements specific to the care of minors.

4.4 Compliance. The Parties shall comply with all federal, state, and local laws, regulations and ordinances applicable to the Parties' business and the subject matter of this Memorandum, including, but not limited to, applicable federal or state anti-kickback laws or patient inducement laws. The Parties hereby acknowledge and agree that they have freely negotiated the terms of this Memorandum and that neither Party has offered or received any inducement or any other form of consideration in exchange for entering into this Memorandum, and there shall be no payments or other forms of consideration provided to any Party under this Memorandum. The Parties further agree that no provision of this Memorandum shall be construed to induce or encourage the referral of patients or the purchase or sale of healthcare services or supplies. The Parties acknowledge that there is no requirement under this Memorandum, any statement of work or any other agreement between the Parties or any third party that any Party refer any patient, or influence the referral of any patient, for the provision of healthcare services or supplies. Nothing under this Memorandum is in return for the referral of patients or in return for the purchasing or ordering of healthcare services or supplies from either Party or any providers affiliated therewith. If any court or

governmental agency or competent jurisdiction determines that this Memorandum violate any statutes or regulations, the Parties agree to take such actions as necessary to amend this Memorandum to comply with the applicable statutes or regulations. Each Party agrees it shall request patients' consent for disclosure of their health information, as and when required and in accordance with state and federal law and regulations.

4.5 Survival; Specific Performance. The terms of this Article 4 shall survive termination of the Memorandum.

## ARTICLE 5

### TERM AND TERMINATION

5.1 Term. The term of this Memorandum shall commence as of the date first written above and will continue in effect until June 30, 2024 and shall be automatically renewed on each anniversary date thereafter for successive twelve (12) month periods, unless sooner terminated in accordance with the terms hereof.

5.2 Termination at Will. In addition to the other termination rights set forth in this Memorandum, either Party shall have the right to terminate this Memorandum for any reason, in its sole discretion, upon thirty (30) days prior written notice to the other.

5.3 Effect of Termination. Termination of this Memorandum shall have no effect upon the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

5.4 Survival. The rights and obligations contained in Articles 3, 4, 5, and 6 shall survive any expiration or termination of this Agreement.

## ARTICLE 6

### NON-BINDING EFFECT; LIMITATION OF LIABILITY; MISCELLANEOUS

6.1 NON-BINDING EFFECT. OTHER THAN ARTICLES 3, 4, 5 AND 6 HEREOF, THIS MEMORANDUM IS NON-BINDING AND SHALL NOT GIVE RISE TO ANY ENFORCEABLE OBLIGATIONS OR LIABILITY BY ANY PARTY HERETO.

6.2 LIMITATION OF LIABILITY. IN NO EVENT WILL CHARLIE HEALTH BE LIABLE TO DISTRICT FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL CHARLIE HEALTH'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.

6.3 Notices. Any notice required to be given pursuant to the terms and provisions of this Memorandum shall be in writing and shall be sent by electronic mail, certified or registered mail, return receipt requested, postage prepaid, or by personal hand delivery, at the addresses set forth on the signature page. Such addresses may be changed from time to time by written notice to the other Party. Notice shall be effective upon the marked date associated with the corresponding delivery method noted above.

6.4 Relationship. None of the provisions of this Memorandum are intended to create nor shall be deemed or construed to create any relationship between the Parties hereto inclusive of, without limitation, principal and agent, partners, joint venturers, affiliates, employer and employee or independent contractors, or any relationship that would impose liability upon one Party for the act of the other.

6.5 Assignment. Puyallup School District shall not have the right to assign or transfer this Memorandum or any of its obligations or rights under this Memorandum.

6.6 Modifications. The Parties agree that this Memorandum shall be subject to: a) amendments due to changes in any applicable law and b) new legislation and/or regulations, Any provision of applicable law that invalidates or otherwise is inconsistent with the terms of this Memorandum or that would cause one or both of the Parties to be in violation of applicable law, shall be deemed to have superseded the terms of this Memorandum. This Memorandum may also be modified in a writing mutually agreed upon by the Parties. Except as provided above, all other modifications of this Memorandum without the written consent of both Parties shall be considered null and void.

6.7 Invalidity or Unenforceability. The invalidity or unenforceability of any terms or provisions of this Memorandum shall in no way affect the validity or enforceability of any other term or provision.

6.8 Applicable Law. This Memorandum shall be governed by and construed in accordance with the law of the State of Delaware.

6.9 Entire Memorandum. This Memorandum and all attachments, schedules and exhibits hereto shall constitute the entire agreement and understanding between the Parties regarding the subject matter hereof. Each Party acknowledges that no representation, inducement, promise, or agreement has been made, orally or otherwise, by the other Party or by anyone acting on behalf of the other Party, unless such representation, inducement, promise, or agreement is embodied in this Memorandum.

6.10 Captions. The captions and headings contained in this Memorandum are for reference purposes only and shall not affect in any way the meaning or interpretation of this Memorandum.

\* \* \* \* Remainder of Page Blank / Signature Page Follows \* \* \* \*

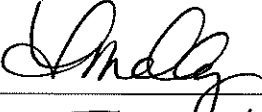
**IN WITNESS WHEREOF**, the Parties hereto have executed or caused to be executed this Memorandum of Understanding as of the date first written above.

**CHARLIE HEALTH**

DocuSigned by:  
By: Allison Walsh  
D9A1DBC0ED70455...  
Name: Allison Walsh  
Title: VP of Clinical Outreach  
Email: allison.walsh@charliehealth.com  
Address: 233 E. Main St., Ste 401  
Bozeman, MT 59715

**DISTRICT**

**Tonya Middling, Director of Student Support**

By:   
Name: Tonya Middling  
Title: Director of Student Support  
Email: middltr@puysallupsd.org  
Address: 302 2nd St. SE Puy, WA 98372

**Certificate Of Completion**

Envelope Id: FD8EFC29B79544DFBC47FF387FF60692	Status: Completed
Subject: Please DocuSign: Puyallup School District - Memorandum of Understanding (MOU)	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Allen Lee
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PO BOX 1965
	BOZEMAN, MT 59771
	allen.lee@charliehealth.com
	IP Address: 47.151.173.98

**Record Tracking**

Status: Original	Holder: Allen Lee	Location: DocuSign
2/21/2024 10:52:42 AM	allen.lee@charliehealth.com	

**Signer Events**

Allison Walsh  
 allison.walsh@charliehealth.com  
 VP of Clinical Outreach  
 Charlie Health, Inc  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 D9A1DBC0ED70455...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 72.238.171.81

**Timestamp**

Sent: 2/21/2024 10:59:35 AM  
 Viewed: 2/22/2024 7:30:33 AM  
 Signed: 2/22/2024 7:30:39 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Kayleena Madrid  
 kayleena.madrid@charliehealth.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/22/2024 7:30:40 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Tonya Middling  
 middltr@puyallupsd.org  
 Security Level: Email, Account Authentication (None)

**COPIED**

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**Electronic Record and Signature Disclosure:**  
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**Witness Events**

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**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	2/22/2024 7:30:33 AM
Signing Complete	Security Checked	2/22/2024 7:30:39 AM
Completed	Security Checked	2/22/2024 7:30:40 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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## Agenda Item Details

Meeting	Mar 18, 2024 - Regular Board Meeting at Kessler Center and livestreamed via Zoom
Category	3. Consent Agenda
Subject	E. Business Services - Memorandum of Understanding - Charlie Health Inc.
Type	Action (Consent)
Recommended Action	Approval of Memorandum of Understanding - Charlie Health Inc., as attached.

### **Submitted by:**

Matthew Young, Executive Director of Business Services.

### **Issue:**

Consideration for approval of a Memorandum of Understanding (MOU) between Charlie Health Inc. and Puyallup School District to provide telehealth based behavioral and mental health care services for district students.

### **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:**

Charlie Health, Inc. is committed to providing high quality telehealth based behavioral and mental health services tailored to the specific needs of patients. PSD will provide students with information related to services and resources in circumstances where it is deemed appropriate and useful for district students.

### **Contact Information:**

If you have questions or comments regarding this item, please contact Matthew Young, Executive Director of Business Services at [YoungM2@puyallupsd.org](mailto:YoungM2@puyallupsd.org) or (253) 841-8721 or Amie Day, Director of Accounting & Finance at [DayAK@puyallup.k12.wa.us](mailto:DayAK@puyallup.k12.wa.us) or (253) 435-6777.

[Memorandum of Understanding - Charlie Health 3.18.24.pdf \(446 KB\)](#)

*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 amended.

Motion by Shannon C Burch, second by David B Berg.

Final Resolution: Motion Carries

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