

**MEMORANDUM OF
UNDERSTANDING
BETWEEN
PUYALLUP SCHOOL
DISTRICT AND
MULTICARE HEALTH SYSTEM**

**SECTION I: PARTIES TO MEMORANDUM
OF UNDERSTANDING:**

This Memorandum of Understanding ("MOU") is entered into between Puyallup School District ("District") and MultiCare Health System d/b/a Mary Bridge Children's Hospital ("Provider") to provide Youth Engagement Services ("YES") to Puyallup School District students at elementary, middle, and high schools. District and Provider are sometimes referred to in this MOU individually as "Party" or, collectively, as the "Parties." This MOU is made effective when signed by both parties and ends on August 31, 2024.

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

SECTION II: SCOPE OF SERVICES:

1. Youth Engagement Services

Provider will provide Youth Engagement Services through Pierce County YES. YES Pierce County is a collaborative treatment model that provides screening and assessment to determine a youth's ongoing behavioral needs and provide brief stabilization treatment in a community setting best suited to the youth and family. YES Clinicians will work collaboratively with the youth and family to provide:

- A. Behavioral health navigation & referrals: Clinician will conduct a psychosocial assessment to determine needs, identify services and refer youth to services. Clinician will maintain contact with family throughout outpatient or social service intake and initial sessions or until goals have been met.
- B. Case management services: Ninety (90) days of regular contact with the family to ensure engagement/service delivery, if needed.
- C. Suicide safety assessment & safety planning: Regular administration of the SAFE-T to determine ongoing level of suicidality/risk and use of the Brown-Stanley safety plan to address crises.
- D. Brief in-person or telehealth counseling/therapy in a community setting: Clinician will utilize evidence-based practice, such as TF-CBT, DBT or other, to stabilize youth and family for 90 days, if needed. YES can be provided both virtually and in person, and in individual, group, and family formats. The YES clinician will determine specific formats based on clinical assessment and resource availability. 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 students will be provided as a part of these services to ensure student support at the school.
- E. Psychiatry consultation: Youth served in the Mary Bridge emergency department or med/surg/PICU can receive psychiatric consultation for diagnostic assistance and medication recommendations.
- F. Multidisciplinary team staffing through KMHPC: Complex cases will be staffed through the KMPHPC MDT to assist with enhanced community service planning.

Day(s) of the week: Monday through Friday

Time(s): 8:00 a.m. through 4:00 p.m.

School Locations: Elementary, Middle, and High Schools in Puyallup School District

Duration of the Program: April 1, 2024, through August 31, 2024

2. Payment

Provider and the District wish to enter into an agreement to assist in providing the services described above. 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 these 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 the clients and clinician, and client investment in continuing therapy.

3. General Terms and Conditions

A. Parental Consent:

- i. Provider shall obtain written parental authorization, or authorization from a person who may consent on behalf of the minor pursuant to RCW 7.70.065, for students participating in YES younger than 13 years of age using Provider's form. This authorization shall be given at the discretion of the students' parent or person who may consent on behalf of the minor pursuant to RCW 7.70.065.
- ii. If a student is over the age of thirteen (13), the student may request YES without parental consent, pursuant to RCW 71.34.530, RCW 71.34.340, and RCW 70.96A.096.
 - a. 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 assessment, the Provider shall present the student with a Release of Information (ROI) form that authorizes the School Counselor, School Social Worker, designated ESA certificated school personnel, teachers, or school administrators who support 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 guardian of the student, or the student. If a parent or legal guardian decides not to sign the ROI this does not affect the student's ability to participate in the YES program.

B. Check in Procedures:

Upon arrival at any District school building on each day of service, each Provider shall report to the main office and sign into the Visitor's Log. Providers shall wear a badge identifying them as "Visitors" in the building which is clearly visible to anyone passing them in the hall. Provider staff shall notify the school personnel of the name(s) of the students they will be visiting each time they are at a school.

C. Meeting Space:

The school site will provide a meeting space in the school building for YES to be conducted. The school will attempt to provide consistent space, which is conducive to the privacy and confidentiality 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. In this event, the District will provide reasonable notice to the Provider of the need for such use. All reasonable efforts will be made to provide alternative spaces. The building principal will have final authority over building use and availability issues.

D. Background Checks:

Pursuant to RCW 28A.400.303, the District shall require a record check through the Washington State Patrol criminal identification system under RCW 43.43.830 through 43.43.834, 10.97.030 and 10.97.050 and through the Federal Bureau of Investigation before hiring any employee or volunteer who will have regularly scheduled unsupervised access to children in the District's schools. The District shall complete the record check as part of the volunteer application and provide a copy of the record report to the applicant. When necessary, applicants may be employed or work as a volunteer on a conditional basis pending completion of the investigation. The applicant will fill out a volunteer application from the District at no cost to the applicant. In the event of a conflict between the provisions of this MOU and the volunteer application form, the provisions of this MOU shall control.

E. Confidential Student and Staff Information:

District and Provider agree that any student information obtained as a result of providing services pursuant to this Memorandum of Understanding 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 written 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 Provider agree that students' health information originating with the Provider is protected under HIPPA and 42 the CFR federal confidentiality law for substance use individuals.

F. Independent Provider:

The parties agree this Memorandum of Understanding 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 Provider is free to contract for similar services to be performed for other school 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.

G. Indemnification:

District shall defend, indemnify, and hold Provider, its directors, officers, agents, and employees harmless from claims for loss or liability arising out of or related to any alleged act or omission by District employees. Without limiting the generality of the foregoing, District shall defend, indemnify and hold Provider harmless from claims against Provider based on the quality of the hospital facilities or equipment or the acts of any Provider employees.

Provider shall defend, indemnify, and hold District, its directors, officers, agents, and employees harmless from claims for loss or liability arising out of or related to any alleged act or omission by any employee, shareholder or agent of Provider. Without limiting the generality of the foregoing, Provider shall indemnify, defend and hold harmless District from allegations that District is vicariously liable for negligent acts of Provider.

In the event of an incident involving the performance of Services that could lead to a potential liability, District agrees to work cooperatively with Provider in its investigation and mitigation efforts and District shall make its employees available to Provider immediately. District shall not take any action to obstruct Providers' investigation efforts. A breach of this Section shall be a material breach of the Agreement giving Provider the right, at its option, to terminate the Agreement.

H. Insurance:

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

- 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.
- MultiCare Health System has purchased commercial excess insurance above the \$10,000,000 self-insurance in an amount that is standard in the healthcare industry for a company its size.
- Sexual Abuse and Molestation insurance in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 aggregate.
- Employers Liability (Washington Stop-Gap) insurance in the amount of no less than \$1,000,000 per occurrence.
- Automobile Bodily Injury and Property Damage Liability Insurance in a minimum amount of \$1,000,000 per accident for owned, non-owned, and hired vehicles.
- Professional Liability (malpractice) insurance in the minimum amount of \$2,000,000 per occurrence.

Prior to the commencement of Provider's duties under this Contract, Provider will furnish District with evidence of such insurance protection in the form of a certificate of insurance.

I. Termination:

- i. Material Breach: This MOU may be terminated by either Party with cause upon breach by the other Party under any material term of this MOU and failure to cure such breach within fifteen (15) days after receipt of written notice specifying the precise nature of such breach. Upon failure timely to cure such breach, the MOU shall be deemed terminated without further action. Notwithstanding the foregoing, the non-breaching Party shall retain all rights and remedies available to it against the breaching Party and shall continue to be bound by the provisions in this MOU during such cure period.
- ii. Without cause: Either party may terminate this MOU for any reason, with or without

cause, by providing written notice of termination to the other Party upon thirty (30) days.

- iii. Under Section T, Parties will have the right to terminate this Agreement immediately by written notice to excluded Party if excluded Party is placed on the sanctions list, banned from government contracts by GSA or convicted of a felony or any crime relating to healthcare.

J. Notices:

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

To the District:

Tonya Middling, Director of Student Support
320 2nd Street SE
Puyallup, WA 98372

Email Copy to: middltr@puyallup.k12.wa.us

To the Provider:

MultiCare Health System
315 Martin Luther King Jr. Way
Tacoma, WA 98405

Email Copy to: contractsupport@mutlicare.org

K. Amendment:

Modifications to this MOU must be in writing and be signed by each party.

L. Jurisdiction and Venue:

This MOU shall be governed and construed in accordance with the laws of the State of Washington and venue shall lie in Pierce County, Washington.

M. 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.

N. Assignment:

The Provider shall not assign its rights or responsibilities under this MOU unless it receives written permission from the District. The District shall not assign its rights or responsibilities under this MOU unless it receives written permission from the Provider.

O. Non-Waiver:

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver or breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein.

P. 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.

Q. 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 MOU, and that the facsimile signatures shall be as effective and binding as original signatures.

R. 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.

S. HHS/ Comptroller General Access to Records:

If services valued at over ten thousand dollars (\$10,000.00) per year will be provided under the terms of the MOU and §42 use §1395x(v)(l)(l), as amended, and any written regulations pursuant thereto (Section 1861(v)(l)(l) of the Social Security Act) is applicable to this Agreement, this Section shall apply to both Parties. In accordance with the Omnibus Reconciliation Act of 1980, each Party agrees that their books and records will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this MOU. District agrees to retain all such books and records for not less than six (6) years after termination. In the event that any of the services to be performed under this MOU are performed by any subcontractor of either Party at a value or cost of \$10,000.00 or more over a 12-month period, such Party shall assure said contractor complies with the provisions of the Omnibus Reconciliation Act of 1980.

T. Debarment / Sanctions List:

Each Party represents and warrants to one another that all personnel providing services to under this MOU, as applicable, have not been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. § 1320a(7), have not been excluded from government contracts by the General Services Administration ("GSA") and have not been convicted of a felony or any crime relating to healthcare. Further, if during any term of this Agreement, either Party is placed on the sanctions list, excluded from government contracts or convicted of a felony or any crime relating to healthcare, that Party immediately will notify the other Party in writing of the event and such notice shall contain reasonably sufficient information to allow the other Party to determine the nature of the sanction, exclusion or conviction. Parties will have the right to terminate this Agreement immediately by written notice to excluded Party if excluded Party is placed on the sanctions list, banned from government contracts by GSA or convicted of a felony or any crime relating to healthcare.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding effective as of the last date shown below.

MultiCare Health Center DBA Mary Bridge Infusion and Specialty Services



Jeffrey Eisen
Chief Medical and Operating Officer
May 17, 2024 15:37 PT
IP: 73.239.140.143

Puyallup School District



Tonya Middling
Director of Student Support
May 17, 2024 9:57 PT
IP: 164.116.253.203

	MultiCare's Information:	Contact		District's Information:	Contact
Designated Representative:	<u>Ashley Mangum</u>		Designated Representative:	<u>Tonya Middling</u>	
Designated Representative Title:	<u>Dir Kids Mental Health Pierce County</u>		Designated Representative Title:	<u>Director of Student Support</u>	
Address:	<u>PO Box 5299 Tacoma, Washington 98415</u>		Address:	<u>320 2nd Street SE Puyallup, WA 98372</u>	
Telephone:	<u>(253) 403-1363</u>		Telephone:	<u>(253) 840-8907</u>	
E-mail address:	<u>Ashley.mangum@multicare.org</u>		E-mail address:	<u>middltr@puyallup.k12.wa.us</u>	
Copy to Email:	<u>ContractSupport@multicare.org</u>		District's EIN (or UBI) No.:	<u></u>	



Agenda Item Details

Meeting	Jun 17, 2024 - Regular Board Meeting and Honoring PSD Retirees; Ballou Jr. High and livestreamed via Zoom
Category	4. Consent Agenda
Subject	C. Business Services - MOU, Multicare Health System (Mary Bridge Childrens Hospital) - Youth Engagement Services (YES)
Type	Action (Consent)
Recommended Action	Approval of MOU, Multicare Health System (Mary Bridge Childrens Hospital) - Youth Engagement Services (YES), as presented.

Submitted by:

Matthew Young, Executive Director of Business Services.

Issue:

Consideration for approval of a Memorandum of Understanding (MOU) between Multicare Health System (Mary Bridge Childrens Hospital) and Puyallup School District to provide Youth Engagement Services (YES). The purpose of this partnership is to provide intensive comprehensive behavioral health services to Puyallup School District students in crisis, and to further align with the district's priority on Social Emotional Wellness.

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:

YES clinicians will work collaboratively with youth and families to provide behavioral health navigation and referrals, case management services, suicide safety assessment and safety planning, in person (brief) or telehealth counseling/therapy in a community setting, psychiatry consultation, multidisciplinary team staffing through Kids Mental Health Pierce County (KMHPC).

Contact Information:

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

MOU Multicare Health System Youth Engagement Services (YES) 6.17.24.pdf (238 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 Shannon C Burch, second NONE.
Final Resolution: Motion Carries

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