

Stanwood Camano School District #401

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INSTRUCTIONAL SERVICES

Lloy Schaaf

Assistant Superintendent of Teaching and Learning

MEMORANDUM

To: Stanwood-Camano School Board of Directors

Fr: Lloy Schaaf, Ed.D.

Re: Approval of the Memorandum of Understanding between Stanwood-Camano School District and Therapeutic Health Services

Date: November 3, 2020

Please see the attached Memorandum of Understanding (MOU) between Stanwood-Camano School District and Therapeutic Health Services (THS). Therapeutic Health Services will be the group providing professional development, support and oversight to the therapist. The therapist will be serving Lincoln Hill High School and Stanwood High School.

RECOMMENDATION: That the School Board approves the Memorandum of Understanding with Therapeutic Health Services.

Memorandum of Understanding

This Memorandum of Understanding between the Stanwood-Camano School District (District) and Therapeutic Health Services (THS) under the terms set forth below.

A. Background

The District is a municipal corporation under the laws of the State of Washington and is an accredited provider of educational services to qualifying individuals. THS is a not-profit corporation licensed in the State of Washington and provides substance abuse, mental health and other services for individuals from 13 to 23 years old. Its services are for the purpose of primarily serving underprivileged children and adolescents who would otherwise be unable to obtain mental health services.

THS is willing to provide its services to students who attend school at the District at subject to the terms of this MOU.

B. Program Description

THS will provide individual therapy (Cognitive Behavioral/Motivational Enhancement/Contingency Management) using a 10-week manualized Integrated Cognitive Therapy Program and other such substance abuse or mental health services as it deems appropriate (collectively, the Services). It will provide the services to District students who are identified as experiencing co-occurring mental health and substance use disorder.

C. Location

THS Services will be provided to eligible students in the following District schools at times mutually agreeable between THS and the District:

1. Lincoln Hill High School
2. Stanwood High School

D. Duration

THS will perform the services called for herein from the date of execution of this MOU through the later of June 15, 2021 or the District's last day of school.

E. Payment

The parties acknowledge that any payment for services provided by THS to the District will be paid by Snohomish County. THS has no claim or recourse against the District for nonpayment of any amounts owed to it for services performed at the District or on behalf of the District or its Students.

F. Responsibilities of the Parties

- THS will evaluate students using psychological and standardized assessments and tools to determine whether they are eligible for Services. THS will assist ineligible students by providing referrals, where available.
- THS will obtain consent from a Student's parent prior to providing Services to students during school hours that would require that the student miss academic instruction or any portion of their educational program. Such consent may be acquired by District

personnel, provided that THS provides the District with the appropriate form to document said consent. The District may retain a copy of any consents it acquires on THS's behalf.

- THS will ensure that its staff and clinicians have appropriate education and certifications for their scope of practice in the State of Washington. Any THS staff, clinicians, agents, or subcontractors may not work with children if they have plead guilty to or been convicted of any felony crime involving the physical neglect, injury, death, or sexual exploitation of a child, or sexual offenses where a minor is the victim, promoting prostitution of a minor, or sale or purchase of a minor. RCW 26A.400.330. THS will perform appropriate State and FBI background checks of any such individuals and furnish those reports to the District upon its request.
- The District will inform THS of any changes in their programs if it will have any effect on the Services. THS will inform the District of any program changes, and will keep the District informed if a clinician will not be available to perform services as scheduled. The District will make physical space available to THS and its clinicians at mutually agreeable times and locations.
- To the extent there are any conflicts, the District will attempt to resolve them directly with the clinician(s) before contacting THS's executive or associate director. The parties will come to a mutually agreeable solution.

G. Agency

THS is an independent contractor and is responsible for all personnel performing services. Nothing in this MOU will be construed to create any agency, partnership, or joint enterprise between the parties. THS does not have the authority to represent the District or incur any liability or obligation on its behalf. THS will control the method and means of performing its services (including the clinical supervision and evaluation of the COD Clinician work) and will not be subject to the District's direct supervision, other than its input related to the logistics (e.g., time and location) the Services are provided. Likewise, the District does not have the authority to represent THS or to incur liability or obligation on its behalf.

H. Confidentiality

- Any information used or collected by THS from the District, students, or parents will be solely for the purpose of this Agreement. THS recognizes that confidential information maintained or provided by the District, students or families is subject to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and other state and federal laws requiring that data and information be maintained in a secure and private matter. THS agrees and acknowledges that any information it acquires from the District falling within the protections of these laws is the District's property and THS will maintain all such information in a secure and private manner. The District does not grant THS a license or any other rights in this information. THS further agrees to return to the District or destroy any such information upon the District's or patient's request.

- **THS acknowledges and agrees that any information it acquires from parents or students is gathered as a result of its relationship as a provider with those parties and any such information is not the District's or part of any of the District's records. THS will obtain an appropriate release of information from the student or, where appropriate, the parents prior to sharing information with the District. If the student or parent does not sign such a release, THS cannot share its information or records regarding the student with the District except as otherwise allowed by law.**

- **To the extent THS maintains information from students' educational records, the District authorizes THS to collect and maintain aggregate, de-identified data and provide it to the County as permitted in FERPA, 30 C.F.R. § 99.31. In addition, the District authorizes THS to include this aggregate, de-identified data in its reports for purposes of program development and scholarly activities. THS agrees that any use of this data will not identify the District without first obtaining its permission. THS agrees it will remove any personally identifiable information (PII) from any data or records prior to classifying them as de-identified. PII includes, but is not limited to:**
 - **Student names;**
 - **The names of student's parents or other family members;**
 - **The address of the student or their family; Personal identifiers, such as social security numbers, student ID numbers, or biometric records;**
 - **Other indirect identifiers, such as date of birth, place of birth, mother's maiden name, etc.;**
 - **Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or**
 - **Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.**

- **THS will assist the District in complying with requests made for records under FERPA, HIPAA, the Washington Public Records Act, or in accordance with the RFP or other state and federal legal requirements.**
- **THS acknowledges and agrees that it will not release, divulge, publish, transfer, sell, or otherwise make known to any unauthorized individual or entity any information related to the student without the student's or, where applicable, parent's consent, or as otherwise authorized by law.**

I. Termination

The District or THS may suspend THS's consulting services under this MOU in the event that either party materially breaches its terms. Notwithstanding that provision, in the event of any material breach of this MOU, the non-breaching party agrees to notify the other and the County.

J. Insurance

THS, at its sole cost and expense, agrees to carry at least a commercial general liability policy of \$1 million per occurrence and \$2 million aggregate for personal injury, bodily injury, and property damage. It will also carry at least the State statutory minimum for Workers' compensation insurance, \$1 million of employer's liability, and at least \$2 million per claim and in the aggregate of professional liability coverage. THS will provide the District certificates of insurance upon request.

K. Indemnity

- THS releases and agrees to defend, indemnify, and hold the District, its Board, directors, officers, agents, and employees harmless from any and all claims of third parties and liabilities, damages, and expenses arising or resulting from such claims, including attorneys' fees and other litigation expenses arising out of any act or omission of THS, its employees and agents.
- THS is not required to indemnify the District under this section against claims or damages caused by or resulting from the District, its agents, or employees' sole negligence. If any such claims or damages are caused by or result from the THS's and the District's concurrent negligence then THS's duty to indemnify will be limited to its proportionate liability.

L. Disputes

The parties will endeavor to resolve disputes through good faith negotiations. If such negotiations are unsuccessful, each party will continue to perform its obligations under this MOU except as provided herein. The parties agree to submit to mediation of any unresolved disputes with the County. If after that process the parties still have a dispute related to this MOU, it will be resolved in the Superior Court for Snohomish County.

Stanwood-Camano School District

Print: _____

Date: _____

Therapeutic Health Services

Patricia Edmund-Quinn

Print: *Patricia Edmund-Quinn*

Date: *10-8-2020*