

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 with Therapeutic Health Services

Date: September 5, 2017

The Stanwood-Camano School District received a grant for a Co-occurring Disorder Therapist in May. This therapist will be serving Lincoln Hill High School and Stanwood High School. Therapeutic Health Services (THS) will be the group providing professional development, support and oversight to the therapist. Attached, please find the Memorandum of Agreement with THS.

RECOMMENDATION: That the School Board approve the MOU with Therapeutic Health Services

Memorandum of Understanding

This Memorandum of Understanding between the Stanwood-Camano School District (District) and Therapeutic Health Services (THS) sets forth the terms related to the training and consulting services THS will provide to the District and its employee serving in the role of Integrated Co-Occurring Disorder Therapist (COD Clinician).

A. Background

In April 2017, Snohomish County (County) issued a request for proposal for school-based co-occurring clinicians for a pilot program (RFP). The funding offered by the RFP allows for the addition of three school-based COD Clinicians in middle and high schools located within Snohomish County. The clinicians are employees of the recipient school districts and receive training and support services from THS, the County's designated consultant.

The District was awarded funding from the County for one of the COD Clinician positions funded by the RFP. As a result, the District and THS desire to enter into this MOU memorializing the terms of THS's services provided to the District, its staff, and students.

B. Duration

THS will perform the services called for herein from the period the District hires the COD Clinician through March 31, 2018 with the possibility of renewal based on funding availability from the County.

C. Payment

The parties acknowledge that any payment for services provided by THS to the District will be paid by the 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 its behalf.

D. Responsibilities of the Parties

THS will provide support and training services to the District and COD Clinician in such a manner that is consistent with the guidelines of the RFP and the COD Clinician's scope of work (**Exhibit A**). The extent of THS services available to the District will be negotiated between the County and District. THS agrees:

- It is qualified and capable to perform the services required herein and the District and its employees are entitled to rely on any assistance, guidance, direction, and advice provided by THS, its agents, and employees;
- Its services will be performed by appropriately licensed individuals a professional and workmanlike manner in accordance with the applicable standard of care;
- It will work with the District and County to provide full information regarding the objectives, schedule, and scope of THS's services.
- Its employees and agents are not prohibited from working at a public school site or from having unsupervised contact with children during the course of their work, nor have they pled guilty or been convicted of any crimes listed in RCW 28A.400.322.

- Its employees and agents who will have unsupervised access to children will meet the requirements of RCW 28A.400.303 by completing a background record check through the Washington State Patrol Criminal Identification System and through the Federal Bureau of Investigation in accordance with RCW 43.43.830–.834, RCW 10.97.30, and RCW 10.97.50. THS will provide the District with the background check results prior to any individual performing services at the District or for any of its students.
- It will comply with the applicable provisions of Chapter 49.60 RCW, the Law Against Discrimination, and shall not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; the Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

The District and COD Clinician will meet the guidelines called for in the RFP and their scope of work, including but not limited to attending continuing education, participating in individual and group supervision/consultation, attending team meetings with THS, providing direct services within the Integrated Cognitive Therapies Program (ICTP) model, and documenting data and information as required for fidelity monitoring and outcome evaluation as negotiated with the County. In addition, the District will work with THS and the County to provide full information regarding the objectives, schedule, and scope of THS's services.

The District agrees that the ICTP name, model, and associated written materials are THS's proprietary products and property. THS gives the District a limited license to use and implement of ICTP in conjunction with this MOU with an individual approved by THS to supervise the implementation of the ICTP model.

THS will participate in the interview, selection, and supervision of the COD Clinician. THS will give evaluative input for the COD Clinician's performance. The District retains sole authority to hire, terminate, and evaluate the COD Clinician.

E. 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 suggested general directions, desired outcomes, timelines, or to inspect or observe work. Likewise, the District does not have the authority to represent THS or to incur liability or obligation on its behalf.

F. Confidentiality

- 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.

- To the extent THS maintains information from students' educational records and consistent with the agreement between THS and the County, 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 the THS ICTP dataset for purposes of program development and scholarly activities. THS agrees that any use of this data will not identify the District without first obtaining the express 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.

G. Termination

The District may terminate this MOU in accordance with the RFP. THS may terminate this MOU pursuant to its agreement with the County.

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.

H. 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.

I. 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 others 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.
- The District releases THS and agrees to defend, indemnify and hold THS, 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 the District, its employees and agents who are not directly supervised by THS.

J. 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

Norman O. Johnson by Patricia E. Quinn

Print: Norman O. Johnson

Date: 8-23-17