

MEMORANDUM OF UNDERSTANDING
Multicare Behavioral Healthcare & Puyallup School District

Goal of this relationship

To provide mental health services to consumers in the least restrictive and most convenient location and to strengthen the service partnership between Multicare Behavioral Healthcare (MBH) and the Puyallup School District (District).

Objective

To link and integrate existing and new services within the school environment.

Roles and Responsibilities of Partners

The District:

- Will make available the use of a secure physical space to MBH for the purpose of providing mental health services. Each of the _____ schools has identified a space.
- During the scheduled hours of MBH's service provision, the space will be dedicated to the exclusive use of MBH and, barring unforeseen District needs, will not change for the period of this MOU.
- Will negotiate hours of operation for the use of the dedicated space. As a minimum will allow at least one day of use for eight hours across the schools.
- Allow MBH access to District internet portal.
- Provide a telephone in the dedicated space with access to an outside line.
- Provide furnishing commensurate with need. If District does not have furnishings, they will allow MBH to provide their own.
- Actively collaborate with MBH to maximize service benefits to students and families of the District.
- In-District person will process all referrals. This includes completing the provided MBH form and faxing it to the MBH Access Department at 253-697-8598.
- Abide by all HIPPA and FERPA protocols for confidentiality.

MBH

- Provide mental health services to eligible clients with a specific focus on the needs of students and families of the District.
- Place an appropriately credentialed mental health treatment provider in a dedicated space at the referring schools in the District. MBH personnel who are assigned to work in the school will have background checks, including fingerprinting, and comply with the mandates of applicable RCW's. Results will be provided to the District upon request.
- Contact families upon receipt of referral to begin engagement and to communicate when the initiation of services may occur.

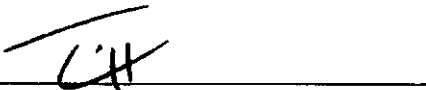
- Actively collaborate with school personnel to maximize service benefits to students and families.
- Abide by all HIPPA and FERPA protocols for confidentiality.
- Abide by all safety and security protocols of the building and the District.
- All treatment provided in the school setting will be at the discretion of MBH.
- All treatment activity will be provided under the licensure of MBH and covered under their standard liability coverage.



Superintendent
Puyallup School District

8.24.16

Date



Tim Holmes, President
Multicare Behavioral Health

8-29-16

Date

EXHIBIT A
SERVICES DESCRIPTION

A-1. Term.

- a. Agreement starts: August 28, 2017 ("Commencement Date")
- b. Agreement ends: August 31, 2018 ("Termination Date")

A-2. Description of Services, deliverables, measures and Work Specifications.

- a. Goal of this relationship: To provide mental health services to consumers in the least restrictive and most convenient location and to strengthen the service partnership between MHS and District.
- b. Objective: To link and integrate existing and new services within the District's school environment.
- c. Roles and Responsibilities of Partners
 - i. The District:
 - 1. Will make available the use of a secure physical space to MHS for the purpose of providing mental health services. Each of the schools has identified a space.
 - 2. During the scheduled hours of MHS' service provision, the space will be dedicated to the exclusive use of MHS and, barring unforeseen District needs, will not change for the period of this Services Agreement.
 - 3. Will negotiate hours of operation for the use of the dedicated space. As a minimum will allow at least one (1) day of use for eight (8) hours across the schools.
 - 4. Allow MHS access to District internet portal.
 - 5. Provide a telephone in the dedicated space with access to an outside line.
 - 6. Provide furnishing commensurate with need. If District does not have furnishings, they will allow MHS to provide MHS' own.
 - 7. Actively collaborate with MHS' to maximize service benefits to students and families of the District.
 - 8. In-District person will process all referrals. This includes completing the provided MHS form and faxing it to the MBH Access Department at 253-697-8598.
 - 9. Abide by all HIPAA and FERPA protocols for confidentiality.
 - ii. MHS
 - 1. Provide mental health services to eligible clients with a specific focus on the needs of students and families of the District.
 - 2. Place an appropriately credentialed mental health treatment provider in a dedicated space at the referring schools in the District. MHS personnel who are assigned to work in the school will have background checks, including fingerprinting, and comply with the mandates of applicable RCW's. Results will be provided to the District upon request.
 - 3. Contact families upon receipt of referral to begin engagement and to communicate when the initiation of services may occur.
 - 4. Actively collaborate with school personnel to maximize service benefits to students and families.
 - 5. Abide by all HIPAA and FERPA protocols for confidentiality.
 - 6. Abide by all safety and security protocols of the building and the District.

7. All treatment provided in the school setting will be at the discretion of MHS.
8. All treatment activity will be provided under the licensure of MHS and covered under their standard liability coverage.

A-3. Facilities and Address(es) where Services will be performed.

Any and all Puyallup School District Facilities, as needed.

Additional sites/addresses may be added, and/or any of the specified sites may be deleted, at any time during the term of the Agreement, upon not less than sixty (60) days' advance written notice. Fees for added sites shall be negotiated at the time.

EXHIBIT B

B-1. Independent Contractor. MHS is an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship between MHS and District, or to create a relationship of joint venturers, partners, landlord and tenant, or any relationship other than one of independent parties contracting for their own benefit. District shall have no right or power to control or direct the manner or method by which MHS fulfills its obligations under this Agreement, except as set forth above. MHS shall be fully responsible to ensure that all services provided by it under this Agreement are rendered in a manner consistent with the standards governing such services and in accordance with reasonable standards of care. District acknowledges that MHS is routinely surveyed by The Joint Commission (TJC) and as such, District shall comply with all applicable TJC provisions pertinent to the services provided by MHS to District under this Agreement.

B-2. Insurance Requirements. The Parties shall at all times maintain insurance of such nature and in such amounts as would be maintained by a prudent business person operating in each Party's industry which shall (1) cover District's potential liabilities under this Agreement and (2) shall not be less comprehensive than the greater of (i) what is customary in the industry or (ii) comprehensive general liability in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

B-3. Workforce Practices/Screening. If any District personnel are on MHS premises at any time, such District personnel shall abide by all MHS policies and procedures (copies of which are available upon request).

B-4. Indemnification. District shall defend, indemnify and hold MHS, its directors, officers, agents, and employees harmless from any and all claims for loss or liability arising out of or related to any alleged act or omission by any employee, shareholder or agent of District. Without limiting the generality of the foregoing, District shall indemnify, defend and hold harmless MHS from allegations that MHS is vicariously liable for negligent acts of District, or that MHS negligently failed to supervise District. MHS shall defend, indemnify, and hold District harmless from any and all claims for loss or liability arising out of or related to any alleged act or omission by MHS employees. Without limiting the generality of the foregoing, MHS shall defend, indemnify and hold

District harmless from claims against District based on the quality of the hospital facilities or equipment or the acts of MHS employees.

District shall not take any action to obstruct MHS' investigation efforts. A breach of this Section shall be a material breach of the Agreement giving MHS the right, at its option, to terminate the Agreement.

B-5. Confidential Information. In performing their obligations under this Agreement, District and/or its agents may be exposed to confidential information which includes but is not limited to protected health information, MHS' proprietary information, employees, research, development, business affairs, records, processes, techniques, types of equipment, and MHS' confidential business information ("Confidential Information"). District, its officers, employees, and subcontractors shall agree in writing to maintain confidentiality of all Confidential Information obtained during the term of this Agreement and shall be responsible for ensuring that its employees and agents abide by such obligations. District and/or its employees or agents shall not disclose, distribute, copy, share, or otherwise use any Confidential Information (including the terms of this Agreement) except as expressly permitted by MHS in writing. Any patterns, samples, specifications, drawings, designs, documents, data and other information transmitted to District by MHS in connection with the performance of this Agreement are the property of MHS and are disclosed in confidence upon the condition that they are not to be reproduced or copied or used for furnishing information or equipment to others, or for any other purpose detrimental to the interest of MHS. Upon completion of work under this Agreement, District and its employees and agents shall return to MHS all confidential information and all records or documents received from MHS, including, without limitation, any and all copies thereof. MHS shall be entitled to injunctive relief for any violation of this paragraph. District agrees to instruct its employees and subcontractors regarding Confidential Information and to enter into written agreements protecting Confidential Information as set forth in this Section. Neither Party, nor its employees, nor subcontractors shall engage in any practice that could compromise the confidentiality of patients, guests or staff, or information maintained at MHS. In the event of a breach of this Section, District

agrees to work cooperatively with MHS in its investigation and mitigation efforts and District shall make its employees available to MHS immediately. District shall not take any action to obstruct MHS' investigation efforts. A breach of this Section shall be a material breach of the Agreement giving MHS the right, at its option, to terminate the Agreement.

B-6. Business Associate Provisions. To the extent that District's contact with individually identifiable health information, while performing services under this Agreement, is unanticipated and/or such contact would only be incidental to the performance of the services (such as passing through a patient care area) a Business Associate Agreement is not needed for these Services. However, for any party who is expected or intended to routinely encounter such information as part of this Agreement, the Parties shall execute MultiCare's Business Associate Agreement.

B-7. Standards of Business Conduct. District agrees to abide by the Standards for Business Conduct set forth by MHS which can be found on the Internet at <http://www.multicare.org/our-mission-values/>. Printed versions are available upon request.

B-8. Equal Opportunity/Affirmative Action Clause. During the performance of this Agreement, District will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, marital status, age, national origin, physical or mental handicap, disabled veteran or veteran status or any other reason prohibited by law including but not limited to the Code of Federal Regulations Chapter 41 60-1.4(a), 60-250.5(a), 60-300.5(a), 60-741.5(a) and Chapter 29 Part 471 Appendix A to Subpart A ("Federal EEO Laws"). District will take affirmative action to assure that District's employees and applicants are treated in accordance with all applicable state or federal laws during the processes of pre-hiring and/or employment by District, without regard to their race, color, age, national origin, physical or mental handicap, disabled veteran or veteran status or any other reason prohibited by law including but not limited to Federal EEO Laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; establishment of rates of pay or other forms of compensation; and selection for training, including apprenticeship. District will maintain all documentation required by the Equal Employment

Opportunity Commission (EEOC) and will make all aggregate data pertaining to District's employment practices available to MHS to the extent that MHS is required, for any reason, to include District's employment data in MHS' EEOC reports.

B-9. Debarment / Sanctions List. District represents and warrants to MHS that District and all personnel providing services to MHS under this Agreement, 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, District is placed on the sanctions list, excluded from government contracts or convicted of a felony or any crime relating to healthcare, District immediately will notify MHS in writing of the event and such notice shall contain reasonably sufficient information to allow MHS to determine the nature of the sanction, exclusion or conviction. MHS will have the right to terminate this Agreement immediately by written notice to District if District is placed on the sanctions list, banned from government contracts by GSA or convicted of a felony or any crime relating to healthcare.

B-10. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior contracts, agreements, understandings, and discussions, whether oral or written. District acknowledges that it has relied solely on the covenants and representations set forth in this Agreement and no others. This Agreement may only be modified by a written document signed by the Party against whom enforcement is sought. No waiver of any provision of this Agreement shall be valid unless in writing and signed by or on behalf of the person waiving such provision, and no such waiver when executed shall constitute a waiver of any further failure to comply fully with this Agreement.

B-11. Arbitration. In the event of any dispute arising under this Agreement, the dispute shall be submitted to binding arbitration pursuant to RCW 7.04 and the substantially prevailing Party shall be entitled to costs and reasonable attorneys' fees.

B-12. Governing Law & Venue. This Agreement shall be governed by and construed under the laws of the State of Washington. In the event of any court action which may be allowed by this Agreement, the

venue of such shall be in the Superior Court of Pierce County, Washington, unless the Parties shall otherwise agree.

B-13. Contact. Each Party shall appoint a representative to facilitate the Services contemplated by this Agreement ("Contact"). Each Party's representative is authorized to receive notices regarding the Services rendered under this Agreement. Each Party's initial representative is designated below their respective signatures below. Either Party may change its representative by designating a new representative and providing contact information in writing to the other Party in writing to the other party.

B-14. Severability. If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of this Agreement, or the application of the provision to other persons or circumstances, shall not be affected, provided, that the essential purpose of this Agreement is not thereby adversely affected or prevented.


B-15. Use of Name. Neither Party may use the name, logo or any identifying symbol of the other Party in connection with the services to be provided under this Agreement without the other Party's express prior permission, which may be given or withheld for any reason. Any permission granted under this Section shall be revoked automatically upon the expiration of termination of this Agreement.

B-16. Electronic Delivery/Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/e-mail or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

The terms and conditions of the attached Exhibits A and Exhibit B are incorporated into this Agreement as if set forth herein. In the event of any conflict between the terms of this Agreement and its Exhibits, the terms of this Agreement and Exhibit B shall control.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement or caused it to be extended in their names and on their behalf by their respected representatives thereunto duly authorized.

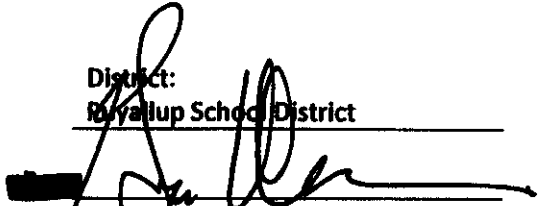
MultiCare Health System:

By: 
Print Name: Tim Holmes
Title: President - Behavioral Health
Date: 9/14/17

MultiCare's Contact Information:

Designated Representative: Alaka Lindsley
Designated Representative Title: Manager - Behavioral Health Services
Address: PO Box 5299; MS 325-1-CFS
Tacoma, Washington 98415
Telephone: 253-697-8421
Facsimile: 253-697-8399
E-mail address: ContractSupport@multicare.org
Copy to:

District: Puyallup School District


Print Name: Gerald Denman
Title: Chief Equity Officer
Date: _____

District's Contact Information:

Designated Representative: Denette Neville
Designated Representative Title: Assistant
Address: 302 2nd St SE
Puyallup, WA 98372
Telephone: 253-840-8966
Facsimile: _____
E-mail address: nevilldm@puyallup.k12.wa.us
District's EIN (or UBI) No.: _____

SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement") is effective as of the Commencement Date as defined on Exhibit A by and between MultiCare Health System d/b/a MultiCare Behavioral Health ("MHS"), a Washington nonprofit corporation and the school district signing below ("District"). MHS and School District are sometimes referred to in this Agreement individually as "Party" or, collectively, as the "Parties."

NOW, THEREFORE, in consideration of the mutual promises contained in and the mutual benefits contemplated by this Agreement, MHS and District agree as follows:

1. **Services.** MHS shall provide the services specifically described on Exhibit A for MHS ("Services").
2. **Payment Obligations Under This Agreement.** The Parties acknowledge that there will be no exchange of payment between the Parties under this Agreement. The Services provided shall be billed to Medicaid.
3. **Term; Termination.** The term of this Agreement shall commence on the Commencement Date and shall end on the Termination Date as set forth on Exhibit A, unless sooner terminated pursuant to the provisions set out below. This Agreement may be terminated in the following events:
 - a. Mutual written agreement of District and MHS;
 - b. Immediately, at MHS' option, upon: the refusal to perform the terms of this Agreement, or dissolution of District;
 - c. On ten (10) days written notice in the event of any material breach of this Agreement, and the failure of the Party in breach to remedy such breach within five (5) days after receiving written notice of the existence of the breach;
 - d. Upon thirty (30) days advance written notice, with or without cause;
 - e. Immediately on written notice for cause, which shall include the institution of proceedings against District that could lead to conviction of any of its officers of a crime, the District's engaging in actions tending to impair the health and safety of patients, or the imposition of disciplinary sanctions against an officer of District by any governmental agency having jurisdiction over the District being sanctioned; or
 - f. Immediately, by either Party, if the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

Signature Page to Follow

**FIRST AMENDMENT TO
SERVICES AGREEMENT**

THIS FIRST AMENDMENT ("First Amendment") to the Services Agreement ("Agreement") is made and entered into by and between MultiCare Health System d/b/a MultiCare Behavioral Health ("MHS"), a nonprofit corporation formed under the laws of the State of Washington and Puyallup School District ("District"). MHS and District are sometimes referred to in this First Amendment individually as "Party" or, collectively, as the "Parties."

WHEREAS the Parties have previously entered into a Services Agreement dated September 14, 2017;

WHEREAS the Parties wish to further revise the Agreement to extend the term;

Now, therefore, in consideration of the mutual benefits, promises, payments and undertakings of the Parties, it is hereby agreed that:

FA-1. Section A-1 of Exhibit A to the Agreement shall be revised as follows:


- a. Agreement starts: September 1, 2018 ("Commencement Date")
- b. Agreement ends: August 31, 2019 ("Termination Date")

FA-2. In accordance with Section 3 of the Agreement, the term is hereby extended for one (1) year, commencing September 1, 2018 and ending on August 31, 2019.

FA-3. Except as set forth in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

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

MultiCare Health System:

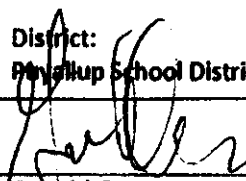
By: 
Print Name: Tim Holmes
Title: President - Behavioral Health
Date: 8/31/18

MultiCare's Contact Information:

Designated Representative: Alaka Lindsley
Designated Representative Title: Manager - Behavioral Health Services
Address: PO Box 5299; MS 326-1-CFS
Tacoma, Washington 98415
Telephone: 253-697-8421
Facsimile: 253-697-8399
E-mail address:

Copy to Email: ContractSupport@multicare.org

District:
Puyallup School District

By: 
Print Name: Gerald Denman
Title: _____
Date: _____

Contractor's Contact Information:

Designated Representative: Denette Neville
Designated Representative Title: Assistant
Address: 302 2nd Street SE
Puyallup, WA 98372
Telephone: 253-840-8966
Facsimile: _____
E-mail address: nevilldm@puyallup.k12.wa.us
Contractor's EIN (or UBI) No.: _____

**SECOND AMENDMENT TO
SERVICES AGREEMENT**

THIS SECOND AMENDMENT ("Second Amendment") to the Services Agreement ("Agreement") is made and entered into by and between MultiCare Health System d/b/a MultiCare Behavioral Health ("MHS"), a nonprofit corporation formed under the laws of the State of Washington and Puyallup School District ("District"). MHS and District are sometimes referred to in this Second Amendment individually as "Party" or, collectively, as the "Parties."

WHEREAS the Parties have previously entered into a Services Agreement dated September 14, 2017;

WHEREAS the Parties wish to further revise the Agreement to extend the term;

Now, therefore, in consideration of the mutual benefits, promises, payments and undertakings of the Parties, it is hereby agreed that:

FA-1. Section A-1 of Exhibit A to the Agreement shall be revised as follows:


- a. Agreement starts: September 1, 2019 ("Commencement Date")
- b. Agreement ends: August 31, 2020 ("Termination Date")

FA-2. In accordance with Section 3 of the Agreement, the term is hereby extended for one (1) year, commencing September 1, 2019 and ending on August 31, 2020.

FA-3. Except as set forth in this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

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


MultiCare Health System:

By: 
 Print Name: Tim Holmes
 Title: President - Behavioral Health
 Date: 11/19/19

MultiCare's Contact Information:

Designated Representative: Alaka Lindsley
 Designated Representative Title: Manager - Behavioral Health Services
 Address: PQ Box 5299; MS 325-1-CFS
Tacoma, Washington 98415
 Telephone: 253-697-8421
 Facsimile: 253-697-8399
 E-mail address:
 Copy to Email: ContractSupport@multicare.org

District:
Puyallup School District

By: 
 Print Name: Cari Ake
 Title: Chief Academic Officer
 Date: 10/18/19

Contractor's Contact Information:

Designated Representative: Shelley Massey
 Designated Representative Title: Administrative Assistant
 Address: 302 2nd Street SE
Puyallup, WA 98372
 Telephone: 253-840-8986
 Facsimile: 253-840-8938
 E-mail address: masseysl@puyallup.k12.wa.us
 Contractor's EIN
 (or UBI) No.:

