

MARATHON COUNTY SCHOOL-BASED COUNSELING PROGRAM (MCS-BCC)

A Wisconsin Public School District.

School: All Public School buildings belonging to a Wisconsin Public School District.

Clinic: An Outpatient Mental Health Clinic or an Outpatient Alcohol and Other Drug Abuse Clinic certified by the State of Wisconsin to provide psychotherapy or substance abuse counseling.

Consortium: The Marathon County School-

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Licensed Treatment Professional: An individual licensed as a physician under s. [448.03](#), Stats., who has completed a residency in psychiatry; a psychologist or a private practice school psychologist licensed under ch. [455](#), Stats., a marriage and family therapist licensed under s. [457.10](#) or [457.11](#), Stats., a professional counselor licensed under s. [457.12](#) or [457.13](#), Stats., an advanced practice social worker granted a certificate under s. [457.08 \(2\)](#), Stats., an independent social worker licensed under s. [457.08 \(3\)](#), Stats., or a clinical social worker licensed under s. [457.08 \(4\)](#),

Certified Substance Abuse Counselor: A substance abuse therapist certified and titled by the State of Wisconsin as a Substance Abuse Counselor.

Clinic Administrator: The individual with the legal authority to make decisions on behalf of a Wisconsin Certified Outpatient Mental Health Clinic or Wisconsin Certified Outpatient Alcohol and Other Drug Abuse Clinic.

Educator: A State of Wisconsin Licensed Teacher employed by the School District.

Department/DHS: The Wisconsin Department of Health Services.

DPI: The Wisconsin Department of Public Instruction.

PREAMBLE

WHEREAS, Clinic is engaged in the business of providing outpatient mental health services and/or alcohol and other drug abuse counseling ser

WHEREAS,

- i. Mental health and substance abuse counseling services provided in the school-based branch office will be consistent with applicable state licensure statutes and administrative rules.
 - ii. Educational services to public school students delineated under federal and state statute and administrative rules will be provided by DPI-licensed educators.
- b. All entities agree to mutually understand, define, and adhere to policies and procedures relative to:
- i. Roles and responsibilities of the clinic staff and school personnel.
 - ii. Referral processes that provide recommendation for assessment or treatment from a psychotherapist, substance abuse counselor, or physician.
 - iii. Provision of a rent-free, HIPAA compliant space for conducting confidential therapy appointments that is maintained by the District.
 - iv. e.
 - v. Prominent display of Clinic signage and information, as may be required by
 - vi. Entrance and egress policies. vii. Operating hours, including potential operation outside regular school hours.
 - viii. Parameters for school staff access to the branch office space within the school (e.g., maintenance and cleaning, emer 156(a))TETThTET 5. 91H00.53 Tm0 g0 G()

- xiii. Communication and provision of required releases of information when multiple Clinics serve a single school location.
- xiv. Confidentiality and authorization processes for sharing of information, which is only allowed via properly created and executed releases of information or as otherwise authorized in the law, consistent with s. Chapter 51 and 118, Stats.; 42 CFR 2; and 34 CFR 99 (Family Education Rights and Privacy Act).
- xv.

- (2) Survey data is entered into the C survey tracker. Schools are not precluded from maintaining individual school data, but are restricted from using or reporting any identifiable data.
 - (3) Whether at the Clinic, Consortium, School, or District level, all reported data must be de-identified.
- b) Clinics conduct, score, and submit consortium-approved student progress assessments with students receiving onsite mental health counseling:
- (1) Clinics agree to use the same tool(s) and tracking template, as distributed through the Consortium.
 - (2) Each school year, upon request, Clinics submit their data to support staff for aggregation.
 - (3) Whether at the Clinic, Consortium, School, or District level, all reported data must be de-identified.

2. INDEMNIFICATION AND INSURANCE

- a. Indemnification. All parties hereby hold each other harmless, defends and indemnifies all affiliates, officers, directors, employees and representatives from and against each and every demand, claim, loss, liability, or damage of any kind, including actual a personal injury or property damage, that may incur by reason of, or arising out of, (i) any claim made by any third party with respect to the Services or any work product provided as part of the Services, or (ii) any misrepresentation made in, or breach of the terms or warranties of, this Agreement, including without limitation any claim or action of any type or nature by or related to the infringement or misappropriation of any copyright, trade secret, patent or other intellectual property right with respect to the distribution, use or creation of such work product.
- b. Insurance. Clinic and District shall, during the term of this Agreement, maintain, at its individual expense, all necessary insurance, including but not limited to malpractice insurance and general liability insurance. Upon request, each party shall provide the other with a certificate of insurance evidencing such coverage.
- c. General Liability Insurance. The District shall provide general liability insurance reasonable efforts to ensure that the physical environment is free of hazards.

- c. Use of District Facilities. The District provides, at no cost to the Clinic, a HIPAA compliant space that is appropriate for the provision of Services and includes basic office furniture and equipment (desk, office chair, client chairs, a locking file cabinet, and telephone) and access to a copier and fax machine. See ATTACHMENT B for space requirements.

The District shall provide the Clinic with access to adequate facilities within the District, to provide the Services to the students in the District. However, the use of District facilities, per District Regulations. As such, the Clinic is not required to pay fees to the District. The Clinic is not responsible for operational costs (such as utilities) related to their use of the District facility(ies). The Clinic will not be charged rent for use of the District facility(ies).

- d. Fees. To the extent the Clinic charges a student (or parent/guardian) for the Services provided, the District shall not be involved in any recordkeeping or collection related thereto.

- e. Hours of Access. Mutually, the District and Clinic shall establish the schedule when the Clinic is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District. Upon request, the Clinic shall provide the District with its schedule within those approved times. Nothing herein shall be interpreted as the District regulating or monitoring

The Clinic will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by Clinic personnel.

- f. Notice. The District may provide periodic written notice to students and families about the Services offered by the Clinic and the method to be used to access the Services. The District affirms that client use of such school-based services is of a voluntary nature and not a requirement of the District. If the Clinic intends to share information with the

express or implied, on behalf of the other party, except as otherwise provided herein.

- b. Rights of Clinic. Clinic shall have the right to perform work for others as long as

together toward resolution, including reassignment of the Clinic to an alternate school. Nothing herein shall limit the legal rights of either party to this Agreement.

7. COMPLIANCE WITH STATUTES AND REGULATIONS

- a. All parties warrant and certify that in the performance of this Agreement, they will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment; and that the Services delivered hereunder shall be produced in compliance with the Fair Labor Standards Act and any other applicable labor law.
- b. Clinic is solely responsible for payments r

shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. AMENDMENTS

This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.

10. GOVERNING LAW

This Agreement is governed by laws of the State of Wisconsin, without regard to its conflict of laws provision.

11. SEVERABILITY

If any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.

12. TERMINATION

- a. The District or Clinic may with or without cause, with or without a hearing, by providing written notice to the other party. Consideration must be given to ensure continuity of care for students and the avoidance of client abandonment.
- b. The Agreement is effective upon signing and will remain in effect until:
 - i. Terminated by any party per Section (a) above or
 - ii. Replaced with an MOA from a

13. NOTICES

All notices regarding the Program and this Agreement will be delivered to:

CLINIC CONTACT:

DISTRICT CONTACT:

NAME

NAME

Clinic/Program Administrator

TITLE

ADDRESS

ADDRESS

CITY, STATE ZIP

CITY, STATE, ZIP

PHONE

PHONE

EMAIL

EMAIL

ATTACHMENT A

CONSORTIUM PROGRAM MODEL

1. PROGRAM REQUIREMENTS

- a. The Program is coordinated by the Marathon County School-Based Counseling
 - i. The Consortium is comprised of area outpatient Mental Health Clinics, outpatient Alcohol and Other Drug Abuse Clinics, and additional community partners who desire to mutually support the provision of school based Services to Marathon County schools.
 - ii. The Consortium provides programmatic consistency, shared goals, practices, and measurements, and mutual supports.
 - iii. Consortium Clinics have mutually agreed to a common operating agreement.
 - iv. Consortium Clinics have deemed themselves to be compliant with the requirements set forth by the Consortium, this Memorandum of Agreement DHS 75.13 requirements, and DPI guidance.
- b. Consortium Clinics complete a Memorandum of Agreement with each District in which they are providing Services.
- c. Throughout the school year, Clinics provide three mutually supporting activities to the school(s):
 - i. Outpatient mental health services and/or alcohol and other drug abuse counseling services provided directly to students in a designated branch office. Services may include individual, family, or group services. Prior to the provision of family counseling or group therapy services, the Clinic will first consult with the school to determine any legal issues which may need consideration. Services are provided in-person at the School or in-clinic. Services may be provided via telemental health means (video and/or telephone) during times when in-school or in-clinic services are unable to be provided. Referrals to an appropriate clinic setting are made when the -based setting.
 - ii. Regular training for school staff on the program and relevant mental health topics, as mutually agreed upon by the Clinic and school.

- iii. Regular education to parents and students on the Program and relevant mental health topics, as mutually agreed upon by the Clinic and school.
- d. In the summer months, Clinics will continue to provide counseling services directly to students. Where school building access is unavailable, services will be provided at an alternate location, which may include Clinic office(s), other school location(s), or via telemental health (video and/or telephone.)

2. PROGRAM BENEFITS

a. Students and Families.

- i. Increased youth access to outpatient mental health services and/or alcohol and other drug abuse counseling services.
- ii. Increased student time in the classroom, by mitigating travel time to and from off-site appointments.
- iii. Deepened ties between community mental health providers, school administrators, and pupil services staff.
- iv. Increased family engagement and access to outpatient mental health services and/or alcohol and other drug abuse counseling services in the school community, which may reduce time away from work for parents.
- v. Protections that come from utilizing licensed treatment professionals and qualified treatment trainees who are overseen by state regulators and who deliver outpatient mental health services and/or alcohol and other drug abuse counseling services in a safe and supportive school environment.

b. Educators and Clinics.

- i. The consistent use of evidence-based programs and interventions.
- ii. The use of clinics who provide licensed treatment professionals and qualified treatment trainees overseen by state regulators.
- iii. Consultation and mutual support between public and private agencies on mental health issues.
- iv. School staff training, to better understand behavioral health issues and implications on learning.
- v. Collaboration through referrals and teaming with students, families, and school staff on shared goals and strategies.

- vi. A schools, in particular addressing issues related to stigma.
- vii. Parental/Guardian consent and family involvement in the delivery of outpatient mental health services and/or alcohol and other drug abuse counseling services.
- viii. Recognition of the important role of school mental health providers (school counselors, nurses, psychologists and social workers) as well as community providers (therapists, psychologists and counselors) in continuing to support the mental health needs of students.

