



## **Board Agenda Item Request**

**AGENDA ITEM: Action Item - Up North Counseling MOU**

**PURPOSE: Requires Board Approval**

**MEETING DATE: October 9, 2024**

**PREPARED BY: Lisa Arnold**

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### **SUMMARY**

We have been looking for opportunities to bring additional agencies for counseling to our district because we have so many students on waiting lists and Heritage Health is unable to provide enough counselors to serve all of our schools. The MOU with Up North Counseling is [here](#). Megan O'Dowd's suggestions for edits are included with this draft for your consideration.

### **Superintendent Recommendation:**

The superintendent recommends that we approve the MOU and allow additional agencies to meet the needs of parents and students.

**INTERAGENCY AGREEMENT**  
**By and Between**  
**LAKELAND JOINT SCHOOL DISTRICT #272**  
**and**  
**UP NORTH COUNSELING LLC**

This Interagency Agreement ("AGREEMENT") is hereby entered into on August 28, 2024 (\*Effective Date") by and between Up North Counseling LLC ("Provider"), and Lakeland Joint School District #272 ("LJSD"), collectively referred to as the "Parties" hereafter.

**RECITALS**

- A. Whereas, LJSD and Provider wish to facilitate the delivery of collaborative school-based mental health services for students enrolled at LJSD; and
- B. Whereas, LJSD has the authority to make space available at its facilities as permitted by state law and applicable LJSD policies; and
- C. Whereas, LJSD desires to authorize Provider to use its facilities for the provision of the services as more particularly outlined herein for the public purpose of improving LJSD students' access to such services and improving the provision of such services; and students' access to such services and improving the provision of such services; and
- D. Whereas, the parties hereto mutually desire to reach an understanding concerning Provider's delivery of services at designated LJSD facilities.

NOW, THEREFORE, for all these reasons and in consideration of mutual covenants contained herein, the Parties agree as follows:

**1. PERIOD OF COVERAGE**

The term of this Agreement shall commence on August 28th, 2024 and expire on August 28th, 2025.

**2. RESPONSIBILITIES OF PARTIES**

The responsibilities of the Parties are identified as follows:

**2.1 Provider Responsibilities:**

A. Provider will provide, on an as-needed basis by LJSD and an as-available basis by Provider, collaborative school-based mental and behavioral health services to LJSD students, grades kindergarten through twelfth grade, at the LJSD school facilities identified in Exhibit "A" attached hereto and incorporated herein (the "Schools"). Such services may include, if deemed necessary and if staffing allows:

- 1. Individual/group counseling;
- 2. Targeted care coordination, skills building, and family support partner for students as needed;

3. Initial and ongoing collaborative program development efforts with LJSD staff and administration.

B. Provider will provide licensed mental health care professionals ("Professionals") and other appropriate staff ("Staff") to provide the services at a standard of care equal to that of the local community. Provider will ensure all Professionals and Staff have all required credentials and licenses and are adequately trained to perform the services being provided.

C. Prior to rendering services to LJSD students, Provider will ensure that all Professionals and Staff have completed an orientation to the applicable Schools), completed and cleared a criminal history and background check as set forth in Section 13 of this Agreement, and agreed to follow all LJSD policies and protocols while on-site. Provider will also deliver a referral form to LJSD for each student and/or parent/guardian prior to rendering services to LJSD students.

D. Provider will ensure all LJSD safety procedures are followed by Professionals and staff when on-site, including but not limited to the following:

1. Sign in and wear both the Up North Counseling and LJSD badges provided to Provider.
2. Notify Schools when services will not be provided (e.g., Professional or Staff is absent).
3. Be familiar with and follow all building procedures in applicable Schools) (e.g., emergency and lockdown procedures, sign in and out procedures, etc.).

E. LJSD must know where students are at all times. Provider must share the student name, date of birth, when they will receive on-site services, and by whom (name and contact information of applicable Professional(s)).

F. Provider agrees to:

1. Share strategies and resources with the building principal that may support student success.

2. Resolve conflicts and concerns by participating in direct dialogue. If a Professional or Staff has a concern, he or she must first report the concern to the applicable School building principal or his or her designee. A similar process will be followed by the applicable School building principal. Provider and/or LJSD will communicate as follows:

- i. Level 1 - Provider and principal or principal designee will communicate directly. If unable to resolve, notify level 2.

- ii. Level 2 - contact LJSD Director of Special Services and Provider Supervisor. If unable to resolve, Director will notify level 3.

- iii. Level 3 - LJSD Superintendent and Provider Area Director.

G. Provider and applicable school building principal will agree on how to respond when a student is in crisis.

H. Provider will maintain its membership in BCBS of Idaho, Pacific Source of Idaho, and Regence of Idaho after Provider has obtained appropriate licensure and qualifies for contracts with

insurance companies. The provider will monitor and evaluate the effectiveness of mental health services provided by professionals and staff under this agreement

J. Provider is responsible for providing an end of year summary of services to LJSJ upon request which includes:

1. Total number of students referred by the applicable School to Provider in the last year;
2. Total number of students that receive school-based services under this Agreement in the last year;

K. Provider will carry professional liability insurance covering all health care professionals and others providing services for coverage of claims for personal injury and/or professional malpractice.

## **2.2 LJSJ Responsibilities**

A. LJSJ will provide appropriate space and access for Provider to work on-site in the applicable Schools) with students, families, and LJSJ employees. The applicable building principal will provide access to the Schools) at agreed upon times.

B. Subject to the restrictions of the Family Educational Rights and Privacy Act ("FERPA" (20 USC § 1232 et seq.), LJSJ will provide Provider with student information consisting of name, date of birth, reason for referral, and parent contact information for students referred by school teams when a Release of Information Form is signed by the student's parent/guardian or is signed by the student, if 18 years of age or older.

C. LJSJ will invite Provider to participate in initial and ongoing collaborative program development efforts with LJSJ staff and administrators.

D. LJSJ will use Provider's referral form and process to refer students to Provider for mental health services.

E. LJSJ will provide a written schedule of available student appointments) to provider through LJSJ's on site counselor.

G. LJSJ will carry and maintain, in full force and effect, policies of comprehensive general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate or in such higher amounts designated by applicable state law with, to the extent permitted by the FTCA and/or other valid and collectible insurance, Provider named as an additional insured. Upon Provider's reasonable request, LJSJ shall provide Provider with a certificate of insurance evidencing such coverage. LJSJ shall promptly notify Provider of any cancellation, reduction, nonrenewal, or limitation of insurance coverage.

## **2.3 Other responsibilities**

A. Consent and Release Forms. Provider and LJSJ will obtain valid informed consent in writing from the student if he or she is eighteen (18) years of age or older and, if not, from a parent, guardian, or other authorized surrogate decision-maker for the provision of services under this Agreement, as well as written authorization for the release of information between Provider and LJSJ for purposes of integrating and maximizing the impacts of the services. Professionals

and Staff will independently obtain and maintain any informed consent necessary and/or required by state and federal law.

B. Confidential Education Information. Provider and LJSJ will continue to operate as separate entities for purposes of record keeping and confidentiality. LJSJ is subject to state and federal privacy laws, including FERPA. Information qualifying as an education record under FERPA and/or applicable state law will not be disclosed to Provider without appropriate advance written authorization. LJSJ is responsible for distributing and collecting, for each student, an appropriate authorization form signed by a parent, guardian, or an "eligible student" as that term is defined in FERPA. In the case of such an authorization, Provider shall comply with the subsequent safeguarding and confidentiality limitations set forth in FERPA with respect to such information. Without limiting the foregoing, student medical records will be kept separate and apart from education records maintained by LJSJ.

C. Confidential Health Information. Provider is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and state law governing privacy, confidentiality, and sharing of information regarding protected health information ("PHI"). In accordance with state and federal law, Provider must maintain the confidentiality of all LJSJ students' PHI. Provider will maintain appropriate, HIPAA-compliant security for all documents and information containing PHI developed pursuant to services rendered under this Agreement, and keep such documents and information separate and apart from LJSJ students' educational records. Protected health information communicated to Provider or contained in Provider's medical record will not be disclosed in any manner to any other person, agency, or entity without the prior written authorization of the student, if he or she is eighteen (18) years of age or older, or, if not, from a parent, guardian, or other surrogate decision-maker whichever applicable, unless allowed or required to make such a disclosure under an applicable law or court order. Circumstances allowing or requiring disclosures include, for example: mandatory reporting of suspected abandonment, abuse, or neglect, risk of imminent harm to the patient or others, and certain communicable diseases required by law to be reported to public health authorities.

### **3. INDEPENDENT CONTRACTORS & MUTUAL INDEPENDENCE**

LJSJ and Provider are independent contracting parties. Professionals, Staff, and any other employee of Provider shall not be considered employees or agents of LJSJ for any purpose. Provider shall be solely and entirely responsible for its employees during the performance of services under this Agreement. Likewise, no employee or agent of LJSJ shall be considered an employee or agent of Provider for any purpose. LJSJ shall be solely and entirely responsible for its employees during the performance of this Agreement.

This Agreement does not create or establish a partnership, joint venture, or agency relationship between Provider and LJSJ. Each party offers and provides services to LJSJ students and their families exclusively on its own behalf.

### **4. NON EXCLUSIVE**

LJSD may contract with and/or otherwise retain additional staff or third-party providers to provide the services outlined herein. Nothing herein has made Provider the exclusive provider of such services to LJSD.

## **5. COMPENSATION**

Provider understands and agrees that under no circumstances will LJSD be responsible for compensating Provider under this Agreement. All services will be billed to entities other than LSD.

## **6. OWNERSHIP OF PATIENTS**

LJSD students seen by Provider as a result of this Agreement are patients of Provider.

## **7. AUTHORITY OF BOARD OF DIRECTORS**

Provider's Board of Directors shall have full authority over services provided at the Schools.

## **8. HOLD HARMLESS**

To the extent permitted by the FTCA and/or other valid and collectable insurance, Provider shall indemnify, defend, and hold harmless LJSD, including its officers, directors, employees, and agents, from and against any and all claims, damages, judgments, and actions including, but not limited to, the costs, expenses and reasonable legal fees incurred in defending such claims, damages, judgments, and action, arising by reason of the negligent or willful acts or omissions of Provider or Provider employees or agents made pursuant to this Agreement.

## **9. DISPUTE RESOLUTION**

LJSD and Provider agree to negotiate in good faith to resolve all disputes arising under this Agreement. If negotiation between these parties fails to resolve any such dispute to the satisfaction of both parties, then the Parties may choose to resolve the issue through mediation. LJSD and Provider agree that should either party seek to enforce or avoid any term or provision of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

## **10. EARLY TERMINATION**

Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written prior notice to the other.

## **11. SUSPENSION/DEBARMENT**

Provider certifies that neither it nor its principals are presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in federal assistance programs. For services provided under this Agreement, Provider shall also certify that it does not contract with any entity or person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in federal assistance program or any transactions with a federal department or agency. Provider shall maintain evidence of compliance in personnel files.

## **12. APPLICABLE LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Idaho. Jurisdiction and venue in any action to interpret or enforce any provisions of this Agreement shall lie at the option of the party bringing the action, in Kootenai County, Idaho.

## **13. EMPLOYEE REPRESENTATION**

During the term of this Agreement, Professionals and Staff may have contact with public school children. Therefore, Provider understands that no Professional or Staff may render services to any LJSD student under this Agreement if he or she has pled guilty or been convicted of certain crimes. Provider represents that all Professionals and Staff have undergone a criminal background check in accordance with Idaho Code § 33-130 and have received sufficient clearance thereunder prior to rendering services to LJSD students. Provider must provide documentation of a background check on each person providing mental health services on-site in Schools.

## **14. NON-DISCRIMINATION**

No LJSD student shall be excluded from participation in, denied the benefits of, or subjected to discrimination under, or connection with, any aspect of this Agreement because of age, sex, race, creed, color, religion, national origin, marital status, economic status, disability, sexual orientation, gender identity or expression, veteran status, health status (including without limitation current or past medical condition, claims history, disability status or genetic information), or any other status protected by federal, state, or local law.

## **15. NO THIRD-PARTY BENEFICIARY**

None of the terms, conditions, or covenants set forth in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party to this Agreement.

## **16. NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, and, if mailed, shall be addressed to the other party at the appropriate address set forth below:

IF TO PROVIDER: Up North Counseling LLC  
2101 N Lakewood Drive STE 225  
Coeur d'Alene, ID 83814

IF TO LJSD: Lakeland Joint School District #272  
ATTN: Lisa Arnold  
15506 N Washington St  
Rathdrum, ID 83858  
larnold@lakeland272.org

Either party may change its address by delivering notice of the change of address in the manner prescribed in this subparagraph.

### **17. WHOLE AGREEMENT**

This written Agreement constitutes the mutual agreement of Provider and LJSD in whole. No alteration of the terms of this Agreement and oral understanding or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding. This Agreement may be executed in exact counterparts and when so executed by the Parties hereto shall be effective in accordance with the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date.

**PROVIDER:**

Up North Counseling LLC

By: \_\_\_\_\_

Emily Stadstad, Owner, LMFT

**LJSD SIGNATURE:**

Lakeland Joint School District #272

By: \_\_\_\_\_