



Governing Board Agenda Item

Meeting Date: November 13, 2025

From: Joshua Bayne, Executive Director of State and Federal Programs

Subject: Memorandum of Understanding with Southwest Behavioral and Health Services

Priority: To ensure students are safe, known, and valued

Consent ☒ Action ☐ Discussion ☐


Background:

The purpose of this Memorandum of Understanding is to continue the partnership between Southwest Behavioral and Health Services (SBHS) and the Marana Unified School District (MUSD). An extension of this agreement would allow District students and family members access to mental health services while on a school campus. Established in 1969 as a federally funded program, SBHS's current model was created after 2000. Currently, SBHS partners with over 20 school districts in the Phoenix area. MUSD is the first Southwest Behavioral and Health Services partner in Pima County.

Parent/guardian permission for these services is required if it is determined that students would benefit from services made available on-site at District schools. Services provided by Southwest Behavioral and Health Services may include mental health awareness, substance abuse counseling, and parenting skills training, including individual, group, and family counseling services. This unique community-centered approach allows for easy accessibility for recipients of services. Students and family members are referred for the services in the same way they are referred to receive mental health services at off-site locations. The key difference with this opportunity is that students and/or families will receive services while on a school campus.

Recommended Motion:

I move that the Governing Board approve the Memorandum of Understanding between Southwest Behavioral and Health Services and Marana Unified School District.

Approved for transmittal to the Governing Board: 
Dr. Daniel Streeter, Superintendent

*Questions should be directed to: Joshua Bayne, Executive Director, State & Federal Programs
Phone: (520) 682-4808*



MEMORANDUM OF UNDERSTANDING

Contract # 2658

Marana Unified School District (herein "District") and **Southwest Behavioral Health Services, Inc. dba Southwest Behavioral & Health Services**, an Arizona nonprofit corporation (herein "SBH") hereby agree to the following Terms and Conditions:

1. **PURPOSE.** This Agreement supports SBH's desire to provide mental health awareness, substance abuse counseling, staff development and parenting skills training, including individual, group, and family counseling services (herein "Services") to students and families within the District who have affirmatively elected to participate in the Services.
2. **SBH AGREES TO:**
 - A. Make Services available on school campuses for students who are enrolled in SBH Services.
 - B. Support teachers and school personnel in identifying students and families who are in need of behavioral health services.
 - C. Provide Services to enrolled students and families who are either eligible or ineligible for Arizona Health Care Cost Containment System (herein "AHCCCS") coverage.
 - D. Assist families with enrollment for AHCCCS.
 - E. Provide Services to enrolled students and families who will pay for Services out-of-pocket (herein "Self Pay"). Students and families receiving Self Pay Services will sign a Self Pay Agreement with SBH. The Self Pay Fee Agreement, including Self Pay Rates is outlined in Exhibit A.
 - F. Provide classroom observations for students enrolled in SBH services to gain insight into the student's day, behavior, and environment.
 - G. Work in collaboration with families, teachers, and school personnel to aid enrolled students and families in reaching their service plan goals.
 - H. Upon request, provide updates to School Administration and Board regarding the progress and impact of programs and Services.
3. **DISTRICT AGREES TO:**
 - A. Provide adequate office and classroom space for SBH to effectively administer programs and Services. This includes utilizing space during breaks to benefit students and continue to meet service needs.
 - B. Work in collaboration with SBH to aid students and families in reaching their service plan goals.
4. **TERM.** The term of this Agreement shall be from **August 1, 2025** through **July 31, 2027**. This Agreement is not subject to automatic renewal.
5. **TERMINATION.** Either party may, at any time and without defaulting on this Agreement, terminate in whole, or any part, this Agreement for convenience by providing a thirty (30) day written notice to the other party.
6. **RELATIONSHIP BETWEEN PARTIES.** SBH and District are independent entities. No relationship of employer-employee exists between SBH, District, and their agents. The Parties understand and agree that they shall not in any manner represent or hold out as acting or being authorized to act on behalf of the other Party. SBH and District will retain exclusive control of their respective employees.

7. **CONFIDENTIALITY.** During the execution of this Agreement, the Parties may gain access, gain exposure, or acquire confidential information of clients (herein referred to as "Confidential Information").
- A. **Confidentiality Obligations.** The Parties, including their employees, agents, or representatives shall (i) not disclose to any third party the Confidential Information including but not limited to, the Family Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Reauthorization of the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, the Health Insurance and Portability and Accountability Act (HIPAA) and adopted thereunder, and applicable school board policies as to the disclosure of personally identifiable information from students' education records, which may be acquired during the execution of this Agreement, unless otherwise permitted by this Agreement, (ii) only permit use of the Confidential Information by employees, agents, and representatives who need the Confidential Information to complete performance under this Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep the Confidential Information private. The Parties agree that they shall be bound by and shall abide by all applicable Federal and State statutes and regulations and Board policies pertaining to the confidentiality of client records or information.
- B. **Confidentiality Exception.** The Parties shall not use or disclose any Confidential Information for any purpose not associated with the Parties' responsibilities under this Agreement, unless the Party receives written consent from the client, client's attorney, or legal guardian.
8. **INDEMNIFICATION.** Each Party to this Agreement shall hold harmless, and indemnify the other Party and its directors, officers, agents, sub-contractors, employees and volunteers against any and all losses, liabilities, damages, injuries, claims, suits, demands and legal proceedings including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees, unless awarded by a court of competent jurisdiction, arising out of or in connection with the intentional, willful, wanton, reckless or negligent conduct arising from or to the extent alleged to be in connection with the Services to any Indemnified Party and any third party. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Any claim involving contributory negligence shall be handled so that each party is responsible and liable for its share of the damages and defense cost associated therewith, in proportion to its share of negligence.
9. **NOTICES.** Unless otherwise provided for in this Agreement, notices shall be provided in writing. Notices may be made in electronic or hard copy format, so long as the specified guidelines are followed.
- A. **Electronic Notices.** Electronic notices must be sent via electronic mail. Notice is deemed given when the notice is sent. Electronic notices to SBH shall be sent to: contracts@sbhservices.org. Electronic notices to District shall be sent to: c.t.ruich@maradausd.org.
- B. **Hard Copy Notices.** Hard copies notices must be sent by registered or certified mail with delivery confirmation. Notice is deemed given upon confirmed delivery. Notices to SBH shall be sent to: Southwest Behavioral Health Services, Inc.; 3450 North 3rd Street, Phoenix, AZ 85012; Attention: Contracts Department. Notice to District shall be sent to: Marana Unified School District; 7651 N Oldfather Dr, K 4, Tucson, AZ 85741; Attention: Cynthia Ruich, Director of Student and Family Support Services.
10. **INSURANCE.** District shall maintain insurance to cover its operations and properties throughout the term of this Agreement. SBH will maintain insurance to cover its employees and agents.
11. **COMPLIANCE WITH LAW.** The Parties agree that this Agreement shall, at all times, comply with applicable local, State, and Federal law.
- A. **Equal Opportunity Affirmative Action.** SBH agrees to comply with all applicable State and Federal Equal Opportunity, immigration, and affirmative action requirements.
- B. **Nondiscrimination.** The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 and 2009-09, which

mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

- C. **Fingerprinting.** District will have, at all times, a complete and accurate written list of all employees and agents of SBH who will be provided access to District sites on a regular basis under this Agreement; SBH will be required to have a completed fingerprint clearance card in accordance with A.R.S. § 15-512(H), and a criminal background check for each person granted access to District sites on an intermittent basis; and SBH will ensure that its employees and agents follow guest or visitor rules at District sites
- D. **Workers' Compensation.** Each Party shall remain responsible for providing workers' compensation insurance for its own employees. Employees of one Party shall not be considered employees of the other Party for any purpose, including workers' compensation, unless otherwise required by applicable law.
- E. **Changes in Law.** If prior to the expiration of the term of this Agreement, applicable Federal, State, or local laws are enacted and affect either Party's performance or ability to perform under this Agreement, then the Parties may modify this Agreement within thirty (30) days after the legislation is effective.
- F. **Appropriations.** If during the term of this Agreement, a regulatory body, including the Arizona Department of Behavioral Health Services and/or Human Services, Arizona Health Care Cost Containment System (AHCCCS), Regional Behavioral Health Authority, other funding sources, or the Internal Revenue Service determines that this Agreement is illegal or jeopardizes SBH's tax exempt status or otherwise materially affects SBH's business, the applicable provisions of this Agreement shall be deemed null and void.
- G. **Severability.** If one or more of the provisions contained in this Agreement is deemed invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that it is invalid, illegal, or unenforceable, and the remainder of this Agreement shall continue in full force and effect.

- 12. **DISPUTE RESOLUTION.** Any claim or controversy arising out of this Agreement will be resolved, to the fullest extent possible and in accordance with the law through informal meetings and discussions held in good faith between appropriate representatives of the parties. Any remaining claim or controversy will be resolved through mediation. Either party may initiate mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator. The parties agree they will participate in the mediation in good faith. Each party will bear its own costs and expenses, including its own attorneys' fees. Each party will bear an equal share of the mediator's fees and any administrative mediation costs. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator made during mediation, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 13. **GOVERNING LAW AND VENUE.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Arizona. The venue for any legal action arising out of this Agreement shall be held in a court of competent jurisdiction in Maricopa County in the State of Arizona.
- 14. **WAIVER.** No delay or failure to exercise any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default.
- 15. **NO PUBLICITY.** The Parties shall not advertise, publish or disclose to any third party or use any trademarks or trade names in any press release, promotional materials, advertisements, without a written consent signed by all Parties

16. **CANCELLATION FOR CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, the Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement is, at any time while this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or a consultant to any other Party of this Agreement with respect to the subject matter of this Agreement.
17. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by any of the Parties without the express, written consent of all Parties.
18. **ENTIRETY.** This Agreement contains the entire contract between the Parties. All prior negotiations between the Parties are merged into this Agreement. There are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by all Parties.
19. **SIGNATURE AUTHORITY.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Southwest Behavioral Health Services, Inc.

Marana Unified School District

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date



EXHIBIT A

Southwest Behavioral Health Services, Inc. SELF PAY FEE AGREEMENT

Member Name: _____

I understand that my full fee payment is due and payable at the time of service, **even if I have insurance**, and acknowledge that I am responsible for any and all charges for services received. I understand that I am responsible for any cost incurred from services not provided by Southwest Behavioral & Health Services. I understand that by choosing to self-pay for services, I have waived my right to have the services billed to my insurance company and Southwest Behavioral & Health Services will not provide me with a superbill of self-pay services rendered. **I further agree to pay a \$25 fee FOR APPOINTMENTS MISSED OR CANCELLED WITHOUT A 24-HOUR NOTICE.** I understand that payments are **due at time of service** with cash, credit/debit card, cashier's check or money order (NO personal checks will be accepted). I also understand that any medications that may be prescribed are my full financial responsibility.

Behavioral Health Services- Self-Pay Rates

*To include Medical visits provided in-office, by phone or via telemed.

Description	Billing Frequency	Private Pay Rate
Initial Intake/Assessment	Per visit	\$200.00
Individual Counseling	Per hour	\$100.00
Family Counseling/Family Coaching	Per hour	\$100.00
Group Counseling	Per hour	\$25.00
Skills Training	Per 15 min	\$25.00
Psychological Testing/Evaluation: Face-to-Face Evaluation	Per hour	\$150.00
Psychologist Testing/Evaluation: Non-Face-to-Face post-evaluation Test Administration & Scoring.	Per 30 minutes	\$60.00

Description	Billing Frequency	Private Pay Rate
Psychiatric Evaluation	Per visit (1 hours)	\$250.00
Medication Monitoring	Per visit (20 to 30 min)	\$100.00
Case Management	Per 30 min	\$25.00
Health Promotion	Per 30 min	\$25.00
Peer Support	Per 15 min	\$20.00
Vocational Services (on site)	Per hour	\$25.00

Physical Health Services - Self-Pay Rates

*To include Medical visits provided in-office, by phone or via telemed.

Description	Billing Frequency	Private Pay Rate
Initial Visit	Per visit	\$75.00
Established Member Visit	Per visit	\$75.00
Preventive Care Visit	Per visit	\$75.00

Description	Billing Frequency	Private Pay Rate

Medication Assisted Treatment Services - Self-Pay Rates

*To include Medical visits provided in-office, by phone or via telemed.

Description	Billing Frequency	Private Pay Rate	Description	Billing Frequency	Private Pay Rate
1st Appointment includes: Intake/Annual Assessment/History & Physical	Per visit	\$150.00	Courtesy Dosing	Per day	\$20.00
Methadone includes one (1) group per week and one (1) monthly clinician visit	Weekly	\$70.00	Suboxone includes one (1) monthly clinician visit, one (1) Medication Monitoring and two (2) Group sessions	Monthly	\$200.00
Medication Monitoring	Per visit	\$100.00	Psychological Testing (requires 6-98 hours)	Per hour	\$100.00

Sliding Fee Schedule

Poverty Level*	0 - 100 %		101 - 125 %		126 - 150 %		151 - 175 %		176 - 200 %	
Percent Discount	100% Discount		80% Discount		60% Discount		40% Discount		20% Discount	
Family Size	Minimum Fee		20% Pay		40% Pay		60% Pay		80% Pay	
1	\$0	\$15,650	\$15,651	\$19,410	\$19,411	\$24,070	\$24,071	\$29,850	\$29,851	\$37,020
2	\$0	\$21,150	\$21,151	\$26,230	\$26,231	\$32,530	\$32,531	\$40,340	\$40,341	\$50,020
3	\$0	\$26,650	\$26,651	\$33,050	\$33,051	\$40,980	\$40,981	\$50,820	\$50,821	\$63,020
4	\$0	\$32,150	\$32,151	\$39,870	\$39,871	\$49,440	\$49,441	\$61,310	\$61,311	\$76,030
5	\$0	\$37,650	\$37,651	\$46,690	\$46,691	\$57,900	\$57,901	\$71,800	\$71,801	\$89,030
6	\$0	\$43,150	\$43,151	\$53,510	\$53,511	\$66,350	\$66,351	\$82,280	\$82,281	\$102,030
7	\$0	\$48,650	\$48,651	\$60,330	\$60,331	\$74,810	\$74,811	\$92,770	\$92,771	\$115,040
8	\$0	\$54,150	\$54,151	\$67,150	\$67,151	\$83,270	\$83,271	\$103,260	\$103,261	\$128,040
For Each Additional person, add	\$5,500									

Based on 2025 HHS Poverty Level Guidelines ([Federal Register :: Annual Update of the HHS Poverty Guidelines](#))

Qualifying Discount (check one): ☐ 100% ☐ 80% ☐ 60% ☐ 40% ☐ 20% ☐ None

Member or Parent/Guardian Name (print): _____

Signature: _____ Date: _____

Witness: (Staff Name/Signature) _____ Date: _____