

**MARATHON COUNTY  
SCHOOL-BASED COUNSELING PROGRAM  
PARTNER CLINIC COMMON OPERATING AGREEMENT**

This Agreement is entered into on this 20<sup>th</sup> of August, 2019, by and between CLINIC NAME (“Clinic/Clinics”) and the MARATHON COUNTY SCHOOL-BASED COUNSELING CONSORTIUM.

**DEFINITIONS**

**District:** 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-Based Counseling Consortium, which is comprised of outpatient mental health clinics and other stakeholders who work collaboratively and voluntarily to develop and implement the program.

**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 \(4\)](#), Stats.; and includes any of these individuals practicing under a currently valid training or temporary license or certificate granted under applicable provisions of ch. [457](#), Stats. “Licensed treatment professional” does not include an individual whose license or certificate is suspended, revoked, or voluntarily surrendered, or whose license or certificate is limited or restricted, when practicing in areas prohibited by the limitation or restriction.

**Mental Health Professional:** A licensed treatment professional, a mental health practitioner, a qualified treatment trainee, or a recognized psychotherapy practitioner.

**Qualified Treatment Trainee:** A “QTT” is either of the following:

1. A graduate student who is enrolled in an accredited institution in psychology, counseling, marriage and family therapy, social work, nursing or a closely related field and who requires onsite clinical supervision in the school setting.
2. A person with a graduate degree from an accredited institution and course work in psychology, counseling, marriage and family therapy, social work, nursing or a closely related field who has not yet completed the applicable supervised practice requirements described under ch. [MPSW 4, 12](#), or [16](#), or [Psy 2](#) as applicable.

**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.

**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 services (“AODA”), collectively known as “Services,” benefiting student populations; and

**WHEREAS,** Clinic wishes to voluntarily participate in the Consortium in order to provide Services for students in the District; and

**WHEREAS,** Clinic agrees to provide outpatient mental health services and/or alcohol and other drug abuse counseling services to a student age population that is designed to provide quality and coordinated services in the communities where the School is located following the consortium’s program model and requirements.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

#### **1. PROGRAM MODEL AND REQUIREMENTS**

- a. The Program is coordinated by the Marathon County School-Based Counseling Consortium (“Consortium”).
- b. 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.
- c. The Consortium provides programmatic consistency, shared goals, practices, and measurements, and mutual supports.
- d. Consortium Clinics have mutually agreed to this common operating agreement.
- e. Clinics have deemed themselves to be compliant with the requirements set forth by the Consortium, this Memorandum of Agreement (“MOA”), Wisconsin

Administrative Code, Chapter DHS 35 and Chapter DHS 75.13 requirements, and DPI guidance.

- f. Clinics complete a memorandum of agreement with each of the school(s) and district(s) in which they are providing Services.
- g. Clinics agree to provide Mental Health Professionals who possess the necessary training, licensure, and experience to meet the needs of their respective student populations, broadly defined as grades PK-12.
- h. 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. Referrals to an appropriate clinic setting are made when the Clinic determines that a student's need is not appropriate for a school-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.
- i. 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) or other school location(s).

## **2. CLINIC RESPONSIBILITIES**

- a. Clinics abide by the requirements of this common operating agreement and those set forth in the Memorandum of Agreement signed by the clinic and each of the school(s) and district(s) in which they are providing Services.
- b. All therapy sessions either take place at the therapist's designated school clinic site or at the therapist's home clinic site.
- c. Clinics work in a professional and collaborative manner in order to support the school-based counseling program and each other. This includes working to mutually support the consortium in times of clinic-specific staff transitions and in times of community need.

- d. Maintenance and adherence to Wisconsin Administrative Code, Chapter DHS 35 and/or Chapter DHS 75.13:
  - i. Clinics maintain Chapter DHS 35 and/or Chapter DHS 75.13 certification at their home clinic site at all times.
  - ii. Chapter DHS 75.13 certification is required to be active at all times for school-based sites in which AODA services are being provided.
  - iii. Clinics utilize processes, forms, and staffing requirements consistent with the Chapter DHS 35 and/or Chapter DHS 75.13.
- e. Confidentiality and Records Custody:
  - i. Confidentiality and authorization processes for sharing of information 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).
  - ii. Clinics are the sole custodian of patient records and will ensure that all patient records, whether in paper or electronic form, are kept secure at all times:
    - 1) Paper charts and records are kept in a lockable cabinet for which only the clinic has the key. Paper charts and files are transported between sites in a locking case.
    - 2) Electronic charts and records are accessed through a private and secure network, such as through a virtual private network or “VPN”, whether such network is provided by the school or the clinic.
- f. Program Measurements: Clinics agree to accurately capture and provide aggregated, de-identified metrics as requested by the Consortium and related stakeholders, such as program funders. Data will be gathered and reported per Consortium-defined standardized tools and methods.
- g. Payment and Billing:
  - i. Clinics maintain sole responsibility for their individual billing and business practices.
  - ii. Clinics will offer a self-pay, sliding fee discount program for students/families identified as income-eligible.
  - iii. Clinics assure the Consortium that they will provide a means for underinsured and uninsured students to receive services, whether directly

by the clinic or via referral to another clinic that better meets the student's/family's financial needs.

- h. Disputes: Clinics agree to handle disputes professionally. Disputes that are unable to be resolved between the clinic and their respective school or between Consortium partners will be brought forth to the full Consortium for discussion and resolution. Resolution may include mediation between the respective parties, per the Memorandum of Agreement between such parties, through reassignment of the school site to another Consortium Clinic, or through removal from the Consortium.

### **3. INDEMNIFICATION AND INSURANCE**

- a. Indemnification. Clinics 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 attorney's fees and expenses, whether in tort or contract, whether 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. Clinics 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.

### **4. 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.

### **5. TERMINATION FROM THE CONSORTIUM**

- a. Clinic's may terminate their participation in the Consortium with ninety (90) days' notice with or without cause, with or without a hearing, by providing written notice to the other parties. Consideration must be given to ensure continuity of care for students and the avoidance of client abandonment.
- b. Clinic's may be terminated from the Consortium for:
  - i. Significant or ongoing failure to meet the requirements of the Consortium Standard Operating Agreement and/or the Memorandum of Agreement with the schools and districts.

- ii. Loss of or failure to maintain Wisconsin Administrative Code, Chapter DHS 35 and/or Chapter DHS 75.13 certification(s).
- iii. Loss of the clinic's ability to operate as a business entity

**6. DISSOLUTION OF THE CONSORTIUM**

- a. The Consortium may require dissolution in the following circumstances:
  - i. Financial unsustainability due to reimbursement barriers.
  - ii. Legislative or regulatory changes that prevent continuation of Services or pose significant barriers which are unable to be circumvented.
  - iii. Lack of resources and capacity which render the Consortium inoperable.
- b. In the event of dissolution, the parties shall have no further obligations to each other, except for those to which they are bound individually under Wisconsin Administrative Code, Chapter DHS 35 and/or Chapter DHS 75.13.

**7. RENEWAL**

This agreement renews annually from the original date first written above, unless terminated by the Clinic per Section 5. The Clinics agree that substantive Agreement changes may necessitate amendment of the Agreement or revision.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**Agreed and Accepted by:**

**Clinic Name**  
**Clinic Authorized Signatory**

**Consortium**  
**Co-Chair/Designee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Consortium**  
**Co-Chair/Designee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name