

**MARATHON COUNTY  
SCHOOL-BASED COUNSELING PROGRAM**

**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

- 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,

- ii. Loss of or failure to maintain Wisconsin Administrative Code, Chapter

**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

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Printed Name