

**Memorandum of Understanding
between
XX Public School System and
[Community Partner School Mental Health Program Name Here]**

The Parties of this Memorandum of Understanding (MOU) are XX Public Schools (XX) and [Program Name Here] (xxx), hereinafter collectively referred to as the Parties.

- I. **Purpose:** The purpose of this agreement is to establish roles and responsibilities of the Parties to develop and implement a comprehensive school mental health system (CSMHS) that utilizes the strengths and expertise of school and community-partnered professionals.
CSMHS are defined as school-community partnerships that provide a multi-tiered system of mental health supports (MTSS) to support students, families and the school community. "Mental health services" include activities, services and supports that address social, emotional and behavioral well-being of students, including substance use.
- II. **Roles and Responsibilities:** The Parties agree to the following roles and responsibilities.
 - a. Responsibilities of [Program Name Here]
 - i. Actively participate in school mental health team(s) to support effective school-community collaboration that promotes:
 - *well-defined roles and responsibilities of team members (with structures in place to avoid duplication of efforts),*
 - *data sharing,*
 - *data-based decision making,*
 - *seamless services and supports across tiers,*
 - *integration of mental health and other academic supports*
 - *effective referral processes.*
 - ii. Provide mental health screening, assessment and services, to include [customize services below]:
Tier 1 - *Mental health promotion services and supports (Tier 1) are mental health-related activities, including promotion of positive social, emotional, and behavioral skills and wellness, which are designed to meet the needs of all students regardless of whether or not they are at risk for mental health problems. These activities can be implemented school-wide, at the grade level, and/or at the classroom level.*
 - Universal mental health screening
 - Social Emotional Learning (SEL) activities

- School climate activities
- Positive behavioral expectations and rules/Classroom management
- Bullying prevention
- Restorative Practices
- Mental health literacy for students
- Mental health literacy for families/caregivers
- Mental health literacy for teachers/school staff
- Teacher/staff consultation to promote mental health of all students
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Tier 2 - *Selective services and supports (Tier 2) to address mental health concerns are provided for groups of students who have been identified through needs assessments and school teaming processes as being at risk for a given concern or problem. When problems are identified early and supports put in place, positive youth development is promoted and problems can be eliminated or reduced. Sometimes these are referred to as mental health “prevention” or “secondary” prevention services.*

- Progress monitoring of students identified as “at-risk” and those receiving services
- Social skills training/coaching
- Group therapy for students identified as at-risk of developing mental health problems
- Teacher/staff consultation for students identified as at-risk of developing mental health problems
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Tier 3 - *Indicated services and supports (Tier 3) to address mental health concerns are individualized to meet the unique needs of each student who is already displaying a particular concern or problem and displaying significant functional impairment. Sometimes these are referred to as mental health “intervention” or “tertiary” or intensive services.*

- Progress monitoring of students identified with mental health problems and those receiving services
 - Individual treatment for students with mental health problems
 - Group treatment for students with mental health problems
 - Family therapy to support students with mental health problems
 - Psychiatric evaluation
 - Case management
 - Teacher/staff consultation for students identified with mental health problems and those receiving services
 - Peer support/navigation services for students identified with mental health problems and those receiving services
 - Family peer support/navigation support services for families of students identified with mental health problems and those receiving services
 - Facilitate transitions to and from community agencies and programs (e.g., mental health providers, psychiatric hospitals and day programs, juvenile services, child welfare)
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- iii. For all of above services, utilize evidence-based services and supports*, as available. When evidence-based interventions are not available for intended population, selected interventions should be based on promising/best practices and should be evaluated for program impact.
- * Evidence-Based Services and Supports are programs, services or supports that are based directly on scientific evidence, have been evaluated in large scale studies and have been shown to reduce symptoms and/or improve functioning. For instance, evidence-based services and supports are recognized in national evidence-based registries, such as the Substance Abuse Mental Health Services Administration (SAMHSA), National Registry of Evidence-based Programs and Practices (NREPP), Blueprints for Healthy Youth Development, and Institute of Education Sciences (IES) What Works Clearinghouse (WWC). A full continuum of evidence-based services and supports within a school includes mental health promotion, selective prevention, and indicated interventions*

- iv. Collect and report data that documents [customize data elements below]:
 - Clinician productivity
 - Program and intervention impact on student/school psychosocial and academic functioning
 - Student/family satisfaction and engagement
 - v. Ensure the complete confidentiality of any and all identifying student and family information gathered in the performance of this agreement. The information gathered, used and developed shall not be provided to any other party without the express written approval of individual(s) authorized to give consent for release of information.
 - vi. Meet federal, state and local regulations required of community mental health providers, including those stipulated by the Health Insurance Portability and Accountability Act (HIPAA).
- b. Responsibilities of XX Public School System:
- i. Identify school(s) for service that demonstrate readiness and a commitment to hosting a community mental health provider to support a multi-tiered system of mental health support (MTSS)
 - ii. Identify district and school point of contact to facilitate successful integration of community mental health provider into school(s) and to address any concerns
 - iii. Provide confidential space in school(s) that includes access to a locked file cabinet and mechanism for communicating with families and other providers (e.g., phone, computer, internet access).
 - iv. Facilitate inclusion and active participation of community partners in school mental health teams that utilize best practices in teaming:
 - *Well-defined roles and responsibilities of teams and team members, with structures in place to avoid duplication of efforts*
 - *System to evaluate existing team structures, with existing team continuation and new establishment only as necessary*
 - *Overarching school shared purpose and shared goals ACROSS teams*
 - *Unique goals for distinct teams*
 - *Teams and team members understand and support each other's purpose and work*
 - *Teams and team members have a process/procedure to ensure frequent and consistent communication*

- *Teams and team members address any confidentiality barriers to facilitate regular information sharing across and within teams*
- v. Create data-based decision models and referral processes that promote early identification and intervention for students

III. Funding Agreement:

- a. XX School System will pay [Program Name Here] the total sum of XX for Month/Day/Year to Month/Day/Year in order for [Program Name Here] to provide services outlined above.
- b. Payments will be made in a bi-annual invoice reconciliation, which will include an invoice listing services performed.

IV. Independent Contractor:

- a. In providing services to XX Public School System students, [Program Name Here] shall at all times operate as an independent contractor and shall have no authority to make any arrangements or incur any liabilities on behalf of the Board.

V. Duration and Termination:

- a. This Agreement is for the period beginning Month/Day/Year to Month/Day/Year. Either party may terminate this Agreement for non-performance after first giving written notice of breach to the other party and an opportunity for the other party to cure the non-performance within fifteen (15) days of the receipt of written notice. Notice shall be deemed effective when delivered via certified mail to the following:

XX Public Schools
Address
City, State

And to

[Program Name Here]
Address
City, State

VI. Insurance and indemnification

- a. [Program Name Here] shall purchase and maintain during the term of any resulting agreement:
 - i. Commercial General Liability Insurance of at least \$5,000,000 combined single limit coverage written on an occurrence basis covering all premises and

operations, and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The Board of Education of XX Public School System** and all of its agents and employees shall be names as an additional insured, which must be shown on insurance certificates furnished to XX Public School System.

- ii. Worker's Compensation Insurance benefits as required by [Your State] law to include Employers' Liability coverage with limits of at least \$100,000 each accident, \$100,000 each employee disease, and \$500,000 disease policy limit.
- iii. Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.
- b. [Program Name Here] shall indemnify and hold harmless the Board, its employees, servants, and agents against all liabilities, loss, charges and expenses, including court costs and attorney's fees, resulting from the failure of [Program Name Here], its employees, servants, and agents, to faithfully and competently perform its obligations hereunder or arising from or caused by [Program Name Here]'s provision of services.

VII. Whole Agreement:

- a. This MOU contains the entire agreement between the parties with respect to the subject matter set forth herein, but may be modified with the written consent of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

_____ By: _____

Superintendent
XX County Public Schools

_____ By: _____

Staff Attorney
XX County Public Schools

_____ By: _____

Supervisor of Finance
(Approved for Fund Sufficiency)
XX County Public Schools

By:

Assistant Superintendent
XX Public Schools System

By:

xx
Executive Director
XX Community Mental Health Agency