SAMPLE School-Based Mental Health Contract

Sample

PARTNERSHIP BETWEEN [SCHOOL DISTRICT NAME] AND[AGENCY NAME] FOR PROVISION OF BEHAVIORAL HEALTH SERVICES

****The language below is intended to be as comprehensive as possible. Language should be tailored to the needs and requirements of each institution. It is not necessary to include all the sections below.*

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MISSION

The mission of this school-community partnership is to create a safe and supportive environment for students at [SCHOOL DISTRICT NAME]. This mission supports the mission of [SCHOOL DISTRICT NAME] by _____
_____.

STATEMENT OF NEED/PURPOSE OF AGREEMENT

In response to _____
_____, the [SCHOOL DISTRICT NAME] conducted a needs assessment of its students. The results of this assessment indicated a high number of students reporting signs of mental health issues, substance use or abuse problems, and exposure to violence. In tandem with the needs assessment, the [SCHOOL DISTRICT NAME] conducted an asset mapping survey to assess what services and supports are available to the students in their school environment. The results of this survey indicated an insufficient number of staff to address students presenting with mental health problems, as well as a lack of information and inadequate knowledge about how to intervene with the reported problems. In response to the high degree of mental health needs of students and staff limitations in addressing those needs, the [SCHOOL DISTRICT NAME] and the [AGENCY NAME] have cooperatively designed a program that provides prevention, early intervention, and treatment services to the students of the [SCHOOL DISTRICT NAME].
During a 2-year period, objectives, which must be measurable are:

- Increase students' and staff knowledge of social and emotional development, mental health, and substance use.
- Decrease reported incidents of violence, substance abuse, suspensions, and absences.
- Increase the number of mental health referrals made by school personnel.
- Increase percentage of students accessing and receiving mental health/substance use services.

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RELATIONSHIP BETWEEN PARTIES

THIS AGREEMENT is made as of this ___ day of _____, 200_ by and between the [SCHOOL DISTRICT NAME] hereinafter referred to as the "School," and the [AGENCY NAME] , hereinafter referred to as "Consultant.". The term of the contract will be effective for _____ and reviewed yearly. At any time, the School or Consultant may terminate this contract with a 30-day written notice without incurring any liability. The School and Consultant acknowledge that for the purposes of services rendered pursuant to this contract that the Consultant is an independent contractor and neither the Consultant nor any of the Consultant's employees is an employee of the School. Consultant must give full personal attention to the faithful execution of this Agreement. Consultant shall not subcontract or assign any part of the Agreement without written consent of the School.

CONTACT INFORMATION OF BOTH PARTIES

All written notices and communications concerning this Agreement should be sent by the School to the Consultant and shall be addressed to:

_____

_____

_____

(Include name, title, and mailing address)

All written notices and communications concerning this Agreement should be sent by the Consultant to the School and shall be addressed to:

_____

_____

_____

(Include name, title, and mailing address)

Sample

EXPECTATIONS OF BOTH PARTIES

Description of Services

In support of our mission to create a safe and supportive environment for students at the [SCHOOL DISTRICT NAME], we agree to support the school-community partnership in the following ways:

The School will:

- Maintain continued membership and active participation in the school-community partnership.
- Provide administration and fiscal oversight for the project.
- Be responsible for hiring the School Mental Health Coordinator and monitoring the entire project.
- Provide facility space for contracted providers for the delivery of program services and activities.
- Promote program services and activities in the community.
- Maintain ongoing, consistent communication between the School and Consultant.
- Provide data necessary for evaluation of this proposal to the local evaluator(s).
- Follow established protocols for referral, crisis, and treatment protocols that specify procedures for:
    - Who refers,
    - How and to whom to refer (phone/written),
    - When to refer, for what reasons,

    - What action is taken with the referral,
    - How are communications and feedback handled regarding referral.

The Consultant will:

- Maintain continued membership and active participation in the School-Community Partnership.
- Assure the provision of consultation, education, screening, assessing, referring, treatment, and coordination of services for youth in need of mental health services (on-site and off-site).
- Collaborate with the School and other project partners to ensure the linkage and delivery of services that respond to the family's needs. (Includes, but is not limited to: social services, mental and physical health assessment, and mental health services).
- Maintain compliance with mental health confidentiality law and HIPAA regulations, provide data necessary for evaluation of this proposal to the local evaluator(s).
- Follow established referral, crisis, and treatment protocols that specify procedures for:
    - Who refers
    - How and to whom to refer (phone/written)
    - When to refer, for what reasons
    - What action is taken with the referral
    - How communications and feedback are handled regarding referral.
- Collaborate with the School to tailor classroom observations, skills training, school wide interventions, and prevention activities (e.g. social and emotional development, educational information about risk and protective factors for mental health, substance abuse and violence prevention.).

Sample

Expected Outcomes:

- Consultant will provide _____ FTE in the School.
- Consultant will provide a minimum of _____ consultations to school staff on mental health, substance use, and social and emotional development.
- Consultant will serve at a minimum of _____ students.
- Absentee rate will decrease by _____ percent.
- Suspension rate will decrease by _____ percent.
- Reported incidents of violence will decrease by _____ percent.
- Reported incidents of substance abuse will decrease by _____ percent.

COMMUNICATION AND COORDINATION

The School Mental Health Coordinator will be responsible for coordinating communication and information sharing among participating partners. Methods for sharing information will include quarterly meetings of the stakeholder group, written status reports, and monthly meetings between the School Mental Health Coordinator and the principal or principal's designee.

CONFIDENTIALITY

The Consultant agrees that any information obtained concerning persons served by the agency will remain confidential.
The Consultant agrees not to disclose any information concerning said persons without written authorization from said persons, and only for purposes directly connected with the administration of the program and services, or as may be required by State or Federal law:HIPAA; FERPA; Mental Health and Developmental Disabilities Confidentiality Act; mandated abuse and neglect reporting

Written release of information and/or disclosure of records

The Consultant shall request authorization in writing from the minor and their parent or guardian to release any information to the school, including assessment, treatment planning, and discharge summary.

Sample

MONITORING AND EVALUATION

The stakeholder group will evaluate the implementation of the Agreement annually. The School and Consultant will develop criteria based on expected outcomes to evaluate the implementation of the Agreement using existing review data and monitoring procedures of each agency. ACTIVITIES MAY INCLUDE:

1. **Training and Technical Assistance -** The stakeholder group will assess training and technical assistance needs related to collaboration and service coordination for the target population. During quarterly meetings of designated agencies, training and technical assistance needs will be discussed and strategies for collaborative support and assistance will be developed.
2. **Performance Evaluation -** The School or stakeholder group may conduct an evaluation for the Consultant's performance under this Agreement. Consultant shall fully cooperate with the School and shall provide such information and documents as may be requested to conduct the performance evaluation.
3. **Quality Management -** The School and Consultant must follow the procedures set in place by the stakeholder group to resolve disputes between agency and school staff.
4. **Consumer Rights -** Each student must be treated with dignity and afforded full rights as an individual to make decisions and participate in treatment planning. There shall be a written complaint/grievance process, visible to students, through which a student may appeal a dispute with the Agency.

TARGET POPULATION

The program will target _____ school-age children who attend [SCHOOL DISTRICT NAME] with three levels of interventions:

1. **General Education Population** – Students who would benefit from participating in programs that promote social and emotional learning.
2. **High Risk Students** – Students who have been identified by teachers or support staff as displaying behavioral and/or emotional problems and need to be assessed for possible services.
3. **Students experiencing mental health problems** – Students who have experienced a mental health crisis and/or history of mental illness who require short term diagnostic and treatment services.

Sample

ENVIRONMENT

Services will be provided in the school building. The School is expected to provide the Agency with a mailbox, a workspace that permits confidential interviews, and access to a phone for confidential calls. The workspace will be made available to the agency during on [days of the week] during the hours of [hours operation]. When the School is closed for vacation or holidays, the agency can access the space by submitting a written request to _____. The School and the respective custodial contractor will clean and maintain the space with the baseline regulations established for the entire building.

DOCUMENTATION

Records

The Consultant will keep working files for each student in a locked cabinet in the designated office, which can also be locked. As cases are closed, files will be transported to the Agency and kept in a secure space. Policies regarding access and maintenance of records, including electronic records, will be developed and followed by the partnership.

Reporting

On a quarterly basis, the Consultant agrees to submit documentation identifying the number of students referred, the number of assessments made, and the number of students receiving services. A summary of program activities for the school year will be submitted annually by [date], and will include: demographic information on each child receiving services, a summary of the activities of the Consultant, and a summary of evaluations completed by the school principal and members of the stakeholder group.

ROLES AND QUALIFICATIONS OF STAFF

Professional Licensure and Certification

In the event that the services to be provided by the Consultant must by law be provided by individuals who are licensed and/or certified, the Consultant shall only assign individuals to provide services under this Agreement who are licensed, certified, and/or credentialed in accordance with the law. All such individuals assigned by the Consultant to provide services shall maintain their license and/or certification in good standing during the term of this Agreement. Consultant shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to: [person responsible for maintaining staff records].

INSURANCE

The Consultant shall maintain current insurance coverage for itself and each staff who provides services pursuant to the Agreement in an amount satisfactory to the School. Such coverage shall include professional liability, malpractice, worker's compensation and bonding. Before any services are provided hereunder and upon execution of this Agreement, the Consultant shall furnish the school certificates for coverage.
Indemnification - Consultant hereby agrees to indemnify and hold harmless the School, its officers, agents and employees against any and all claims, directly or indirectly arising out of or relating or resulting from the furnishing of services described herein, and caused by negligence of Consultant or its staff.

Sample

PAYMENT, COSTS AND BILLING MECHANISMS

OPTIONS MAY INCLUDE:

Billing Medicaid

The School agrees that the Consultant shall be responsible for billing Medicaid and other third-party payers for the Consultant's services rendered hereunder. Consultant reserves the right to keep any such payment collected.

Costs for Services

In return for services provided by the Consultant, the School will reimburse for services provided in accordance with the attached budgets upon completion of any and all required documentation (e.g. evaluation reports, time sheets, logs, receipts). Payment will be made monthly (or in aggregate amount) not to exceed [$xx]. This amount may be increased to [$xx] pending review by the Mental Health Coordinator.

Submission of Invoices

All invoices for services need to be turned in on a monthly basis with a description of services, the number of hours, social security numbers of clients, and the cost for each service. The parties agree that the Consultant invoices are to be submitted to the School in a timely manner, after the services have been provided to the School. If invoices are submitted after six months after the last date the services have been rendered, then the School shall have no obligation to pay for the invoices.

Taxes

The Consultant is responsible for complying with all Federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees. The School assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Consultant, its employees and/or others by reason of this Agreement.

NONDISCRIMINATION

The Consultant agrees to comply with ADA, Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, the Constitution of the United States, and any laws, regulations or orders, State or Federal, which prohibit discrimination on the grounds of race, sex, religion, national origin, inability to speak or comprehend the English language, or by reason of disability.

Sample

LIABILITY

The School assumes no liability for actions of the Consultant under this Contract. The Consultant agrees to hold the School harmless against any and all liability loss, damage, cost or expenses arising from wrongful or negligent acts of the Consultant, which School may sustain, incur or be required to pay as a result of Consultant's performance under this contract.

SIGNATURE OF BOTH PARTIES

_____	_____	_____
Agency Director (Print)	Signature	Date
_____	_____	_____
Authorized School Official (Print)	Signature	Date

******This sample working agreement was developed with input from the following documents:**

- Mental Health Association of the North Shore (MHANS) Community Partnering Program for Social- Emotional Wellness.
- Statewide Cooperative Agreement between US Department of Health and Human Services Region V, IDCFS,IDHS, Illinois Head Start Association August 2004
- Chicago Public Schools Policy for School Based Health Centers
- Contract Agreement between Baltimore Mental Health Systems Inc and the University of Maryland, Baltimore School Mental Health Program
- Contract between County Head Start/Early Head Start Program and County Mental Health Center
- Contract for physical therapy, occupational therapy and speech/language/pathology services between the Rainbow Center and Naperville Community Unit School District
- Contractual Agreement for Safe Schools/Healthy Students Partners, Fillmore Center for Human Services & Community Care Options and Morton School District
- Contractual Agreement for Safe Schools/Healthy Students Partners, J. Sterling Morton High School District and Cook County Department of Public Health
- Education Referral Protocol for Referrals to the Mental Health System of Care, Champaign County
- Interagency Memorandum of Agreement between Illinois State Board of Education, Illinois Head Start, Administration for Children and Families, Illinois Department of Human Services, Mental Health
- Letter of Agreement between Community Counseling Centers of Chicago and Asian Human Services
- Letter of Agreement between Community Counseling Centers of Chicago and Institute for Juvenile Research
- Master Professional Services Agreement between the Baltimore City Board of School Commissioners and University of Maryland, Baltimore
- Memorandum of Agreement for Safe Schools Healthy Students Initiative, We Go Together (West Chicago Elementary District #33 and collaborating agencies) Service Provision Protocol Agreement between Community Counseling Centers of Chicago and Chicago School Readiness Project
- Skilled Nursing Service Agreement between Midwest Home Health Care and Naperville CUFD