Mental Health Intervention Team Program

USD and Mental Health Center

The following is a sample Memorandum of Understanding (MOU) that may be used as an agreement between the district and the mental health center for the Mental Health Intervention Team (MHIT) Program. Districts and mental health centers can add to this as they see fit.

Districts awarded the MHIT Program grant must submit an MOU signed by the district and the mental health center to the Kansas State Department of Education (KSDE) by August 30 of the grant year. Grant funds will not be sent out until KSDE has a signed MOU on file. To submit, please email to John Calvert (jcalvert@ksde.org).

There will need to be an MOU for each Mental Health Provider district is working with. If districts are in a coop with a fiscal agent, then each district within the coop will need to have a signed MOU with the Mental Health Provider(s).

Optional Provisions

Recordkeeping Policy - Providing recordkeeping invoice and payment

Sections 7 through 9 are optional provisions for recordkeeping and may be removed from the MOU as they would need the agreement of both parties in order to remain in the MOU.

# Instructions

This document was created in Windows. The instructions below do not work on a Mac.

Please fill in all Grey Boxes below. USD # and Mental Health Provider will auto-fill throughout. If you need to edit any part of the agreement that doesn’t auto-fill, you will need to un-restrict editing as follows:

1. Save the file.
2. Click Review at the top of the screen.
3. Click Restrict Editing in the “Protect” section of the Review menu; the “Restrict Editing” menu will pop-up on the right side.



1. Click Stop Protection at the bottom of the “Restrict Editing” menu, then make the changes you need to make to the document.
2. Click Yes, Start Enforcing Protection in the “Restrict Editing” menu to the right.
	* Make sure “Allow only this type of editing in the document:” is checked and “Filling in Forms” is selected in the drop-down menu under “2. Editing restrictions”.
3. Click OK in the “Start Enforcing Protection” window.
	* A password isn’t necessary, but may enter if desired.
4. Save the file.

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| John CalvertDirectorSafe & Secure Schools(785) 296-7056jcalvert@ksde.org |  | Kansas State Department of Education900 S.W. Jackson Street, Suite 356Topeka, Kansas 66612-1212(785) 296-3201[www.ksde.org](http://www.ksde.org/) |
| The Kansas State Department of Education does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies: KSDE General Counsel, Office of General Counsel, KSDE, Landon State Office Building, 900 S.W. Jackson, Suite 102, Topeka, KS 66612, (785) 296-3201. |

When complete, print pages 3-12 of this document (just the pages of the agreement), then the Chief Administrator for the USD and CMHC will need to sign page 12 along with the USD’s Board Clerk as a witness.

Contractual Agreement

USD #000 USD Name and Mental Health Provider

THIS AGREEMENT effective this Day day of Month Year, by and between USD #000 USD Name (hereinafter referred to as "USD #000") and Mental Health Provider, a Kansas non-profit corporation (hereinafter referred to as “Mental Health Provider”).

WHEREAS, pursuant to [K.S.A. 72-1131](http://www.ksrevisor.org/statutes/chapters/ch72/072_011_0031.html), USD #000 is a Kansas unified school district possessing the usual powers of a corporation for public purposes which provides educational services to its students; and

WHEREAS, Mental Health Provider is a Kansas not-for-profit corporation providing mental health services to children and their families, including certain students of USD #000; and

WHEREAS, Mental Health Provider and USD #000 have concluded that it is in their mutual best interest to work collaboratively in the provision of certain behavioral, emotional, and academic services to students of USD #000 who are also clients of Mental Health Provider); and

**WHEREAS**, USD #000 agrees to provide space to Mental Health Provider employees to work with those referred for services; and

**WHEREAS**, USD #000 possesses and maintains certain records and information related to its students as part of the provision of educational services; and

**WHEREAS**, Mental Health Provider possesses and maintains certain records and information related to its clients as part of the provision of mental health services; and

WHEREAS, Mental Health Provider and USD #000 have determined that their shared objectives to make a positive meaningful change in the lives of students of USD #000 who are also clients of Mental Health Provider will be significantly enhanced and furthered by and through an arrangement in which the parties share and exchange certain information, on a limited basis; and

WHEREAS, Mental Health Provider and USD #000 have concluded that USD #000 students identified by USD #000, in its discretion, as being in need of mental health care services would derive substantial benefit from an assessment by a provider or a qualified mental healthcare professional(s), such as Mental Health Provider; and

WHEREAS, Mental Health Provider has agreed that should USD #000 refer a student for a mental health assessment, Mental Health Provider will provide such assessment within a reasonable period of time under the circumstances; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

## Term

This agreement shall be effective 7/1/2022 and shall end on 6/30/2023 subject to the provisions of this Section and Sec. 12 Assignment or Risk & Professional Obligations. Thereafter, the terms of this agreement may be renewed, in writing, on an annual basis, by agreement of the parties.

## Mutual Agreement – Independent Contractor

The parties agree that in the performance of its obligations under this agreement, Mental Health Provider is an independent professional mental health care provider offering services to USD #000 students as set forth in its Articles of Incorporation. As such, Mental Health Provider is not an agent or employee of USD #000. USD #000 shall neither have nor exercise any control over the professional judgment or practice of Mental Health Provider and its employees.

# Purpose & Scope

## Information Sharing and Referrals

The parties intend to share, on a limited basis, confidential information regarding USD #000 students and in some cases, their families.

1. For its part, Mental Health Provider warrants that prior to sharing such information, it will obtain an appropriate release of information executed by the legal guardian of the student in accordance with applicable state and federal law. Mental Health Provider further agrees to provide a copy of any such release to USD #000.
2. The aforementioned releases will be sent to a centralized location designated by USD #000 and USD #000 will indicate in/by (form of communication, i.e. email, phone, mail, written memo, etc.) that the release has been completed.
3. The parties understand that the releases of information may be revoked by the legal guardian of the student at any time. Upon notice of revocation, all information sharing between the parties will be terminated with regards to that student.
4. Mental Health Provider further agrees to limit its access to and use of information to the information provided by the parties as more fully set forth in Sec. 4 [Purpose & Scope -](#_School_Liaison(s)) School Liaison(s). Mental Health Provider warrants that it will not download or save any of the data or other information provided by USD #000 in connection with this agreement.
5. USD #000 shall facilitate referral of students identified in need of mental health services as appropriate through referrals to Mental Health Provider. Mental Health Provider will outreach the families or guardians to determine if mental health services are needed and/or desired.
6. Mental Health Provider shall develop a crisis management plan dealing with student issues 24/7.

## School Liaison(s)

The School Liaison with the school district will be responsible for:

* + 1. Identifying appropriate referrals for the team to engage.
		2. Acting as a liaison between the district and Mental Health Provider and being the point person for communication between the two groups.
		3. Helping Mental Health Provider staff understand and negotiate the school district system and procedures.
		4. Triage prospective referrals and deciding with Mental Health Provider staff how to prioritize interventions for identified students.
		5. Helping school personnel understand the role of Mental Health Provider staff in this project.
		6. Facilitating connections between the identified students’ families and Mental Health Provider staff.
		7. Troubleshooting any problems that arise and work with Mental Health Provider to resolve them.
		8. Gathering outcomes to monitor the effectiveness of the program.
		9. Follow-up with the child welfare contacts if a child has moved schools to get educational history.
		10. Be an active part of the school intervention team and relay information back to Mental Health Provider staff.

## Clinical Therapist

The Clinical Therapist at the MHP will be responsible for:

1. Helping the School Liaison identify appropriate referrals to the program based on one or more areas of concern:
	* 1. Harm to self or others
		2. Trauma experience or history of trauma
		3. Emotion management
		4. Stress management
		5. Anger management
		6. Impulse control
		7. Increasing social skills
2. Triage with the School Liaison to prioritize treatment interventions for identified students.
3. Working with the School Liaison to connect with the families or child welfare contracts to get appropriate consent to treat.
4. Conducting a clinical assessment of the identified student and make appropriate treatment recommendations.
5. Engaging with the student, family or child welfare contact in clinical interventions as identified on the treatment plan. Provide individual and family therapy.
6. Administer scales or tests to detect areas of concern with depression, anxiety, self-harm or other areas as identified.
7. Making referrals to other treatment modalities as appropriate
8. Communicating with school personnel who are involved in the student(s) life to help them understand the diagnosis, family circumstance and suggested interventions as is appropriate.
9. Gathering outcome data to monitor the effectiveness of the program.
10. Coordinating with the Case Manager to identify ways for them to support the student and family.
11. Providing therapy services as determined by the student’s treatment plan.
12. Maintaining the treatment plan and necessary treatment protocols required by Mental Health Provider.

## Case Manager

The Case Manager at Mental Health Provider will be responsible for:

1. Working with the School Liaison and Clinical Therapist to identify students and triage priorities for treatment.
2. Outreach to students, families and child welfare contacts to help engage in treatment.
3. Participate in the treatment planning process.
4. Communicate with the School Liaison and school personnel when appropriate about student needs, interventions and progress.
5. Help maintain communication between all entities including family, student, school, clinician, child welfare and community.
6. Maintain the treatment plan and necessary treatment protocols required by Mental Health Provider.
7. Make referrals to appropriate community resources.
8. Help to re-connect students and families when they are not following through with the treatment process.
9. Help the families negotiate barriers to treatment.
10. Engage with the student in the classroom, the home or the community to help build skills whenever needed.

## Reports (Recordkeeping Policy)

No later than the tenth [10th] day of September, October, November, December, January, February, March, April, May and June, Mental Health Provider will submit a report to USD #000 that contains the following information:

* + 1. Name of student(s) served in the previous month;
1. Student first name
2. Student last name
3. Date of birth
	* 1. The date(s) and time(s) services were provided;
		2. Amount of time services were provided on each date that services were provided.
		3. Summary of minutes served by Mental Health Provider by Category
		4. Name of provider
		5. Service description
		6. Location were served

## Compensation (Recordkeeping Policy)

USD #000 will pay Mental Health Provider for the YYYY-YYYY school year the sum of $0 in number of payments equal payments starting in October. Each payment will be made no later than ten days following the date the reports referred to in Sec. 7 Reports (Recordkeeping Policy) are provided to USD #000 by Mental Health Provider.

## Sole Source of Funding (Recordkeeping Policy)

The funding to Mental Health Provider under the terms of this agreement is limited to the funds USD #000 receives from the Commissioner of Education pursuant to the MOU, and payment to Mental Health Provider will be made from no other USD #000 sources of funding. USD #000 will notify Mental Health Provider as soon as USD #000 becomes aware that it will not receive funds from the Commissioner of Education pursuant to the MOU to pay Mental Health Provider. Mental Health Provider will not be obligated to provide services under this agreement on and following the date it receives notice that funds are not available to pay Mental Health Provider for services.

## Licensure & Certification

Mental Health Provider shall maintain any certification, registrations, or licenses as required by law and shall remain in good standing in their profession during the term of the contract. Additionally, Mental Health Provider shall inform USD #000 of any changes to such certifications, registrations, or licenses to the extent such disclosures or documents are not confidential, privileged, or otherwise immune to disclosure under state or federal law.

## Liability for Loss

1. Mental Health Provider shall not be liable or obligated to USD #000 for losses or damages incurred by USD #000 under this agreement, unless such damage arises from any willful act or omission or negligence of Mental Health Provider, its officers, employees or agents, in which event Mental Health Provider shall be liable to USD #000 for such losses or damages sustained there from.
2. USD #000 shall not be liable or obligated to Mental Health Provider for losses or damages incurred by Mental Health Provider under this agreement, unless such damage arises from any willful act or omission or negligence of USD #000, its officers, employees or agents, in which event USD #000 shall be liable to Mental Health Provider for such losses or damages sustained there from; provided that USD #000 in no event shall be subjected to any liability greater than found in the Kansas Claims Tort Act, [K.S.A. 75-6101](http://www.ksrevisor.org/statutes/chapters/ch75/075_061_0001.html) et seq., and amendments thereto. Obtain proper Releases of Information authorizing USD #000 and Mental Health Provider to exchange information.
3. Each party shall be responsible for damages resulting from the acts and omissions of its employees.
4. No Third-Party Beneficiary Rights
No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the parties herein. This agreement is not intended to create any rights of a third-party beneficiary.

## Assignment or Risk & Professional Obligations

This agreement is subject to the laws, rules, and regulations imposed by governmental authorities or professional associations for Mental Health Provider employees or agents providing services under this agreement. Mental Health Provider shall also maintain, at Mental Health Provider expense, comprehensive general liability, malpractice and professional insurance, in amounts not less than one million dollars ($1,000,000.00). Such insurance coverage shall explicitly cover all duties expressed in Sec. 3 Information Sharing and Referrals above. Mental Health Provider will provide a copy of insurance policy upon request of USD #000.

## Confidentiality

Except for those billing activities permitted under law, neither party shall release any information about a student nor his or her medical care or treatment to any third party unless required under law. Mental Health Provider and USD #000 agree to adhere to all confidentiality statutes, rules, ordinances and regulations related to the disclosure of records or confidential information pertaining to students and families, including but not limited to the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

## HIPAA Compliance

In instances where Mental Health Provider receives Protected Health Information (PHI) from USD #000, Mental Health Provider agrees that it shall:

1. Comply with the applicable provision of the Administrative simplification section of the [Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA)](https://www.govinfo.gov/content/pkg/PLAW-104publ191/pdf/PLAW-104publ191.pdf), and the requirements of any regulations promulgated there under.
2. Not use or further disclose any PHI concerning a patient other than as permitted by this agreement, the requirements of HIPAA and/or applicable federal regulations. Mental Health Provider shall implement appropriate safeguards to prevent the use or disclosure of a patient’s PHI other than as provided for by this agreement.
3. Promptly report to USD #000 any violations, use and/or disclosure of a student’s PHI not provided for by this agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

## Dispute Resolution

In the event of a conflict or dispute arising under the execution or performance of the terms of this agreement, the parties agree to meet and confer in good faith, in order to identify and resolve the conflict, prior to seeking alternative methods of conflict resolution.

## Non-Discrimination

The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion or disability in execution of the duties and obligations herein.

## Non-Solicitation

During the term of this agreement and continuing for twelve [12] months after the termination of this agreement, neither party shall directly or indirectly, for its own account or for the account of others, urge, induce, entice, or in any manner whatsoever solicit any employee directly involved in the activities conducted pursuant to this agreement to leave the employment of the other party or any of its affiliates.

## Insurance

Mental Health Provider agrees to maintain general liability, professional liability and worker’s compensation insurance for all Mental Health Provider employees who perform services in connection with Mental Health Provider obligations hereunder and shall further designate USD #000 as a named insured under such policies. Mental Health Provider will provide documentation of such liability insurance to USD #000.

## Notices

1. All notices sent to USD #000 must be in writing and
2. hand delivered,
3. sent by first class mail, postage prepaid, or
4. sent by overnight delivery service, to:
USD #000 USD Name
ATTN: (Contact Name Of Person Notices Should Be Sent To)
(USD Street # & Name)
(USD City), KS 00000-0000
5. All notices sent to Mental Health Provider must be in writing and
6. hand delivered,
7. sent by first class mail, postage prepaid, or
8. sent by overnight delivery service, to:
Mental Health Provider
ATTN: (Contact Name Of Person Notices Should Be Sent To)
(CMHC Street # & Name)
(CMHC City), ST 00000-0000
9. For purposes of this section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notices sent by first class mail, receipt will be presumed to be the third [3rd] day after the date of post mark.

## Governing Law

This agreement shall be governed by Kansas law, and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the agreement shall be valid as though such conflicting provision has not been written or made a part hereof.

## Severability

If any provision herein is found to be in conflict with any Kansas law or regulation, it is the intention of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

## Assignment of Contract

This agreement may not be assigned by Mental Health Provider without the prior written consent of USD #000.

## Entire Agreement

This agreement contains the entire agreement between the parties. This agreement may not be modified except by later written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement at (City), Kansas on the date above first written.

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| 000 |  | USD Name |  | Mental Health Provider |
| USD # |  | USD Name |  | Mental Health Provider Name |
|  |  |  |
| Chief Administrator (USD) |  | Chief Administrator (Mental Health Provider) |
| Title of Chief Administrator (USD) |  | Title of Chief Administrator (CMHC) |
| Title of Chief Administrator (USD) |  | Title of Chief Administrator (Mental Health Provider) |
| Click or tap to enter a date. |  | Click or tap to enter a date. |
| Date |  | Date |
|  |  |  |
| Attest: |  |  |
|  | Clerk of the Board |  |