

Mental Health Intervention Team Program Guidance Document 2020-2021

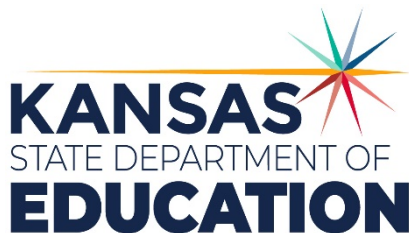


VISION: Kansas leads the world in the success of each student.

GOAL: To help students achieve academic success.

Contents:

- Overview of Mental Health Intervention Team (MHIT) Program
- Responsibilities of school districts
- Accounting requirements
- Allowable expenditures



Kansas leads the world in the success of each student.



MISSION

To prepare Kansas students for lifelong success through rigorous, quality academic instruction, career training and character development according to each student's gifts and talents.

VISION

Kansas leads the world in the success of each student.

MOTTO

Kansans Can

SUCCESS DEFINED

A successful Kansas high school graduate has the

- Academic preparation,
- Cognitive preparation,
- Technical skills,
- Employability skills and
- Civic engagement

to be successful in postsecondary education, in the attainment of an industry recognized certification or in the workforce, without the need for remediation.

OUTCOMES

- Social-emotional growth measured locally
- Kindergarten readiness
- Individual Plan of Study focused on career interest
- High school graduation
- Postsecondary success

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Topeka, Kansas 66612-1212

(785) 296-3203

www.ksde.org

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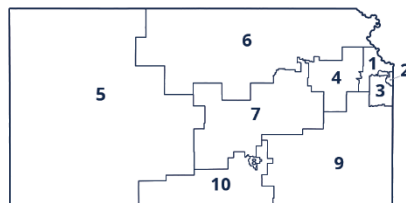


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SEPT. 2019

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T:Mental Health Intervention Program/Guidance Document - MHIT 2020-21

KSDE Contacts for information on this program:

- Craig Neuenswander, Deputy Commissioner | craign@ksde.org | (785) 296-3871
- _____, School Finance Director | _____ | (785) 296-3872
- Christie Wyckoff, Payment Coordinator | cwyckoff@ksde.org | (785) 296-6321
- John Calvert, School Safety Specialist | jcalvert@ksde.org | (785) 296-7056

A. OVERVIEW OF MENTAL HEALTH INTERVENTION TEAM PROGRAM

School District and Mental Health Provider Intervention Program

1. Values and Goals:

The goal is to provide greater access to behavioral health services for school-aged students with an emphasis on young people who are in custody of or receiving services from Department of Children and Families. Establishes a coherent structure between school district and Mental Health Providers to optimize scarce behavioral health resources and workforce. Kansas has a limited number of behavior health professionals, however is experiencing an increase in mental health concerns and suicide at all age levels. This project focuses on school aged students and their families by identifying students, communicating with families and linking to the already existing statewide behavioral health system and resources within Mental Health Providers network.

The alpha group (Group 1) consists of youth who are Children in Need of Care (CINC) in state custody, Families First or family preservation. They have experienced multiple placements that may range from one end of the state to another or one end of a school district to the other with varying timeframes as short as just a few days. This group pose significant challenges to education and health systems through no fault of their own. The foster care contractors identified by the Department for Children and Families (DCF) would be engaged in this program for the alpha group.

The beta group (Group 2) consists of all other youth (Non CINC) who are in need of mental health support services.

2. Key Issues:

- a. Shortage of staff in necessary positions with degrees/training, i.e. school counselors, psychologists, social workers, especially in Western Kansas. Initial input from Western Kansas school superintendents is very supportive of the concept in order to provide broader based services in situations of small numbers of students in rural districts needing services, but not enough students in districts or special education cooperative to justify full-time staff position.
- b. An advantage exists if the mental health provider is NOT a school district employee, in that the building administrator is not in a position to assign additional duties, or to limit the services provided to students.
- c. Different needs of students can be coordinated by the Mental Health Provider with the added ability to provide services 24/7 and throughout the calendar year, not just the nine months of the school year or during school hours during the school week.
- d. A database has been established and maintained by KSDE to allow members of the Behavioral Health Intervention Team (BHIT) to access and enter information on the students' enrollment and behavioral health information, so the student can receive education or treatment attention as quickly as necessary.

B. Roles and Responsibilities of each Team Member for School Districts and Mental Health Providers

1. General Information of Team Members

- a. The key staff of a **Behavioral Health Intervention Team** (BHIT) would include some combination of bachelors or masters level behavioral health liaison positions employed by the schools, and masters level clinical therapists and case managers employed by the Mental Health Providers.
- b. The district should hire school liaisons who are able to meet the general duties outlined for school liaisons listed below and a determination to help students in need with a Bachelors level or higher degree (Masters Degree). School Liaisons should be qualified in behavior intervention, such as school counselors, school social workers, psychologists, or other related field. The important issue is to get Qualified staff, who have a passion to help students in need, who can make the program successful by coordinating between the school district, student and family and the mental health center.
- c. It will be required for each school district and cooperating Mental Health Providers to work together to identify needs specific to the district's families and students and develop an action plan to implement a school-based program.

2. School Liaison

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

- a. Identifying appropriate referrals for the team to engage.
- b. Acting as a liaison between the district and the Mental Health Provider by being the point person for communication Mental Health Provider between the two groups.
- c. Helping the staff understand and negotiate the school district system and procedures including school calendar, professional development, drills and district crisis plan (suicide) protocols.
- d. Triage prospective referrals and deciding with the Mental Health Provider staff how to prioritize interventions for identified students.
- e. Helping the Mental Health Provider and school personnel understand the role of the staff in this project.
- f. Facilitating connections between the identified students' families and the Mental Health Provider staff.
- g. Coordinate student's treatment schedule for Mental Health Provider therapist with building administrators and classroom teachers, to optimize clinical therapist's productivity.
- h. Trouble shooting any problems that arise and work with the Mental Health Provider to resolve them.
- i. Gathering outcomes to monitor the effectiveness of the program.

- j. Maintain and update the MHIT database regularly throughout school year and summer services.
- k. Follow up with child welfare contacts if a child has moved schools in order to get the child's educational history.
- l. Be an active part of the school intervention team and relay information back to MHP staff, including student observations, intervention feedback from teachers to therapist, communications with family and other information.
- m. Work with school administration to identify and provide confidential space for MHP therapist.
- n. Assist in planning continuity of care planning through summer services.

For further information, refer to the MHIT Program Guidance Document - Appendix A (page 12-13) for a sample position description and duties of a School Liaison. **Note:** School Districts can edit/determine their School Liaison's position description based on the district's social emotional support system and at a minimum include the general duties listed above.

3. Mental Health Providers - Clinical Therapist

The Clinical Therapist at the Mental Health Provider will be responsible for:

- a. Helping the school liaison identify appropriate referrals to the program.
- b. Triage with the School Liaison to prioritize treatment interventions for identified students.
- c. Working with the School Liaison to connect with the families or child welfare contacts to get appropriate consent to treat.
- d. Conducting a clinical assessment of the identified student and make appropriate treatment recommendations.
- e. Engaging with the student, family or child welfare contacts in clinical interventions as identified on the treatment plan. Provide individual and family therapy.
- f. Administer scales or tests to detect areas of concern with depression, anxiety, self-harm or other areas as identified.
- g. Making referrals to other treatment modalities as appropriate.
- h. Communicating with the School Liaison educationally appropriate information, such as interventions and strategies for use by classroom and school staff.
- i. Gathering outcome data to monitor the effectiveness of the program.
- j. Coordinating with the Case Manager to identify ways for them to support the student and family.
- k. Providing therapy services as determined by the student's treatment plan.
- l. Maintaining the treatment plan and necessary treatment protocols required by the Mental Health Provider.

4. Case Manager

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

- a. Working with the School Liaison and Clinician to identify students and triage priorities for treatment.
- b. Outreach to students, families and child welfare contacts to help engage in treatment.
- c. Participate in the treatment planning process.
- d. Communicate with the Liaison and school personnel when appropriate about student needs, interventions and progress.
- e. Help maintain communication between all entities including family, student, school, clinician, child welfare and community.
- f. Maintain the treatment plan and necessary treatment protocols required by the Mental Health Provider.
- g. Make referrals to appropriate community resources.
- h. Help to re-connect students and families when they are not following through with the treatment process.
- i. Help the families negotiate barriers to treatment.
- j. Engage with the student in the classroom, the home or the community to help build skills wherever needed.

C. MAJOR RESPONSIBILITIES OF SCHOOL DISTRICTS

(Accounting requirements, allowable expenditures, reporting requirements, payment information, MOU)

1. ACCOUNTING REQUIREMENTS

This would include the School Liaison payments and school district payments to local Mental Health Providers (MHP).

- a. School districts shall keep separate accounting records for the following:
 - i. Mental Health Intervention School Liaison expenditures (Salary and Fringe Benefits)
 - ii. School District Payments to Mental Health Providers

Grants will be recorded under the **Gifts and Grants** (Code 35) fund - USD budget document.
Revenue Code - 3227 Mental Health (School Liaison)
3228 Mental Health (Mental Health payment)

The 25% local match can be paid out of the school district's general (Code 06) or supplemental general (Code 08) funds. At Risk funds (K-12) (Code 13). Expenses paid out of the at-risk fund must be for students identified as at-risk under the state guidelines.

- b. Records should be available for audit by the Kansas State Department of Education.
- c. Allowable expenditures for these funds are outlined below in the [Allowable Expenditures](#) section of this guidance document.
- d. If the school liaison's salary is prorated between other duties, records should be available to determine the time spent on the school liaison duties.

2. ALLOWABLE EXPENDITURES

Mental Health School Liaison Program

The district should hire personnel with a Bachelors level or higher degree (Masters degree). School liaisons should be qualified in behavior intervention, such as school counselors, school social workers, psychologists, or other related field. The important issue is to get qualified staff who can make this program successful by coordinating between the school district and the Mental Health Provider.

Expenditures for this program are restricted for the payment of salary and fringe benefits as outlined below:

- a. Salary
- b. Fringe Benefits - Include amounts paid by USDs on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Include group insurance, social security, unemployment compensation and worker's compensation.

3. REPORTING REQUIREMENTS

Progress reports will be required during the year at the end of each semester.

A financial report will also be required which will be due June 30, 2021:

Final Expenditure Report - July 1, 2020 to June 30, 2021

See Appendix B – Progress Report (proposed) and Appendix C – Final Expenditure Report. Any modifications to these reports will be sent to school districts as soon as they are available.

4. PAYMENT INFORMATION

a. School District Liaison Grant:

School districts will be able to request monthly payments to cover anticipated expenditures for each month. The requests will be completed using a form developed by the School Finance team and will follow the same format as federal funds payments. Excess revenue during the month should be held to a minimum and will be used for the following month's payment of expenditures. The form will include cash on hand at the beginning of the month, the estimated expenditures anticipated for the month, and the payment requested to meet those obligations.

NOTE:

USDs will receive these payments and then send the funds to their contracting Mental Health Provider.

The payment and form will be coordinated by the School Finance team.

Payment Request contact: Christie Wyckoff | (785) 296-6321 | cwyckoff@ksde.org

See **Appendix C** on page 16 for sample **Payment Request Form**.

b. School District Grant for Payments to Mental Health Providers for Uninsured/Underinsured Students:

School districts will receive 25% of this grant beginning on October 15, 2020. The following quarterly payments will be November 15, 2020, February 15, 2021, and the final payment on April 15, 2021.

5. MEMORANDUM OF UNDERSTANDING BETWEEN SCHOOL DISTRICTS AND MENTAL HEALTH PROVIDERS (MHPs)

A sample **Memorandum of Understanding** is shown in **Appendix E** on pages 17-22. This form may be modified to meet the requirements needed by school districts and mental health providers.

Once a school district is approved for a grant, the district and mental health provider must have a **Memorandum of Understanding** signed by both parties and submitted to KSDE prior to receiving any funds and sent to KSDE School Finance Team no later than September 30, 2020.

D. INFORMATION FOR THE 2020-2021 MENTAL HEALTH INTERVENTION TEAM PROGRAM GRANT APPLICATION

General Information

The Kansas State Department of Education invites proposals for projects that coordinate school-based services with a Community Mental Health Center or other approved mental health providers for students who need assistance during the 2020-2021 school year. The Mental Health Intervention Team (MHIT) Program provides school districts grants to hire school liaisons to assist and provide mental health services to students and grants for the local Community Mental Health Center or other mental health provider approved by the state. The grant will provide funds to pay for 75% of the school liaison's salary and fringe benefits.

Application review and approval

The Kansas State Board of Education (KSBE) shall approve applications for the Mental Health Intervention Program.

Applications must be submitted to the Kansas State Department of Education (KSDE) no later than 5:00 pm on June 18, 2020. Applications must be complete in order to receive consideration for funding.

Grants will be awarded to school districts dependent on the availability of funding.

Mental Health Intervention Program – Use of funds

Funds awarded to the school district support the Mental Health Intervention Team Programs can only be used to fund school liaisons. In order to be eligible to receive funding, a school must meet criteria as defined in the requirements section. Based on the grant amount awarded to the USD, the contracting CMHC or other approved mental health provider will receive a separate payment from the state.

Submission of application

KSDE recommends USDs complete the forms, save it to your computer, then email the completed forms to Craig Neuenswander (craign@ksde.org) and Veryl Peter (vpeter@ksde.org).

Program Questions: Phone: (785) 296-3872

Craig Neuenswander, Director craign@ksde.org or Veryl Peter, Program Consultant vpeter@ksde.org or John Calvert, Program Consultant jcalvert@ksde.org

The application must be **electronically** submitted to craign@ksde.org and vpeter@ksde.org by 5:00 p.m. on June 18, 2020.

Applicants are encouraged to submit early to avoid technical issues.

The **Program Application** is a separate document. It includes all information to be submitted including the grant request, collaborative agreement between the USD and the mental health provider, school district assurances, and program requirements and can be accessed at the KSDE, School Finance homepage under [Mental Health Intervention Team Program, 2020-21 Grant \(or Program\) Application](#).

APPENDIX A – School Liaison Position Description (Sample)

Note: School Districts can edit/determine their School Liaison’s position description based on the district’s social emotional support system and at a minimum include the general duties listed on page 5 of this document.

SAMPLE

Job Title: School Liaison

Position Function: The purpose of the Behavioral Health School Liaison is facilitating the implementation of a school-based behavioral health model. The liaison will be a pivotal member of the school behavioral health team that works collaboratively to address the needs of students in the foster care system, as well other students identified as needing additional behavioral health support. The work of the liaison may extend beyond the school setting to include community and residential settings.

Essential Performance Responsibilities:

- a. Serves as the primary liaison to community mental health partners, family caregivers, child welfare agencies, and school site administration
- b. Collaborates with school administrators and community mental health partners to establish a school based behavioral health team model
- c. Assists the behavioral health team in implementing data based screening and referral protocols to ensure timely access to school based and/or community based behavioral health services
- d. Assesses student and family needs for the purpose of developing and implementing behavioral health support plans
- e. Provides quality assurance in the referral process to the community mental health providers
- f. Supports students and families with accessing and navigating community mental health services and other community based resources and services
- g. Maintains accurate records for the purpose of progress monitoring and complying with district and state reporting requirements
- h. Provides consultation to school administration and counseling staff on interventions for students experiencing behavioral and emotional barriers to learning
- i. Assists school administrators with the development of student safety and re-entry plans
- j. Ensures that school based interventions and services are trauma informed, culturally and linguistically appropriate
- k. Provides professional development and coaching to administrators, teachers and counselors on trauma informed and culturally responsive services and supports within the behavioral health model
- l. Provides support in crisis response

SAMPLE

- m. Trains and supervises behavioral/mental health interns to provide effective services and supports
- n. Participates in district in-service and professional development meetings
- o. Conducts classroom observations of students for the purpose of data collections and fidelity of implementation of the treatment plans
- p. Attends team meetings to participate in the problem solving model for students and families
- q. Works within the MTSS framework to facilitate pre-screening; consult with teachers and staff and provides services to alleviate issues impairing a student's ability to be successful in the regular classroom
- r. Provides direct services and check-up supports to students on caseload assigned from reassignment hearings
- s. Completes accident/incident reports for students/staff
- t. Compiles data for statistical purposes
- u. Maintains confidentiality regarding educational records
- v. Maintains a daily log of school/staff visits and documentation
- w. Utilizes existing technology effectively in the performance of duties

Qualification Profile:

- a. The district should hire personnel with a Bachelors level or higher level degree (Masters level). School Liaisons should be qualified in behavior intervention, such as school counselors, school social workers, psychologists, or other related field.
- b. Social work experience in K-12 settings preferred
- c. Experience leading professional development and training with teachers and counselors
- d. Flexible, solutions oriented, collaborative and responsive to crisis situations
- e. Possess and utilize excellent interpersonal skills and professional judgment
- f. Demonstrate collaborative and consultative skills

APPENDIX B - Progress Report (Proposed)

(Sample shown below)

- There will be two reports for 2020-21, on December 20 and June 30.

FY2021 MENTAL HEALTH INTERVENTION TEAM PROGRAM PROGRESS REPORT

- To be completed jointly by the USD and MHP

Due Date

Reporting Period: _____ through _____		Number of students served	Percent of students served
1.	How many students received services by the MHP during this reporting period? (Students would only be counted once) Number of Students Served		
2.	Number of students referred for services to the MHP... Intake has been completed, <i>but</i> ongoing services have not begun. Number of students		
3.	Number of students referred for services to the MHP... Intake is planned but has not been completed. Number of students		
4.	How many students (K-12) who received services by the USD and MHP showed improved school attendance following start of services? Number of Students With Improved School Attendance		
5.	How many students (K-12), after receiving services, have shown improved behavior? (such as fewer or no office referrals, discipline reports, detentions, visits to school counselors, social workers, school nurses.) (Optional - Breakdown of these categories may be reported on question 11) Number of Students Showing Improved Behavior		
6.	How many students (K-12), after receiving services by the MHP, have shown improvement of academic performance/ increased engagement in learning?		
7.	How many students who received services by the USD and MHP have officially dropped out of school according to the law after receiving the services? Number of Students <i>Officially</i> Dropping out of school <i>after</i> Receiving Services		
8.	How many students who received services by the USD and MHP moved out of the school district after receiving the services? Number of Students Moving out of the school district after Receiving Services		
9.	How many foster students received services by the MHP during this reporting period? (Students would only be counted once) Number of Foster Students Served		

FY2021 Progress Report

Reporting Period: _____ through _____

Page 2 of 2

10. Provide any written information of the successes for students for the Mental Health Intervention Program not covered in the questions above. (attach separate sheet)
11. Provide any written information of any recommendations for improvements needed to help students in meeting the goal of improving their social/ emotional wellness and outcomes. (attach separate sheet)
12. Provide any written information that demonstrates measures that may help evaluate student needs that are receiving services through this program. This could include the number of suspensions/expulsions from school, law enforcements contacts, or suicide attempts of these students. (attach separate sheet)

I hereby certify this information is correct to the best of my knowledge.

_____ Signature of School Liaison	_____ USD #	_____ Signature - CMHC designee
_____ Date		_____ Date

Submit report electronically to KSDE by _____.

- Scan completed and signed report into a PDF document and attach to email to the following:

To: Craig Neuenswander craig@ksde.org

cc: John Calvert jcalvert@ksde.org

T:MHIT/Reports/MHIT Progress

APPENDIX C – FINAL EXPENDITURE REPORT (Sample)

KANSAS STATE DEPARTMENT OF EDUCATION - SCHOOL FINANCE

FINAL EXPENDITURE REPORT: Mental Health Intervention Program

Reporting Period: July 1, 2020 through June 30, 2021

USD Number:

USD Name:

School Liaisons		
Salaries	Fringe Benefits	Total
		\$0.00

Mental Health Provider			
Amount Received from KSDE		Amount Sent to Mental Health Provider	

Signature (USD contact)	Date submitted

Name of USD Contact Person	Email Address and Job Title

Please submit report electronically to KSDE no later than: **June 30, 2021**

After signing, scan to a pdf document, and attach final report to an email:

To: Craig Neuenswander, Director, School Finance cneuenswander@ksde.org

cc: Christie Wyckoff, Payment Coordinator cwyckoff@ksde.org

T:MHIT/Reports/MHIT Program Application FY21

APPENDIX D – Payment Request Form

(SAMPLE)



900 S.W. Jackson Street, Suite 102
Topeka, Kansas 66612-1212
(785) 296-3201
www.ksde.org

MENTAL HEALTH INTERVENTION GRANT School Liaison Grant Payment Request Form

School Year: 2020-21

Due on the 20th of each Month

<u>USD Name</u>	<u>USD No.</u>
School Liaison Grant Amount	
Previous Payments	_____
Remaining Balance Available to Request	_____
<u>Monthly Payment Request</u>	_____
1. Cash Balance on hand	_____
2. Estimated Expenditures for Next Month	_____
Total Payment Request	_____
	Line 2 subtracted by Line 1

Submit completed form by the 20th of each month to
Christie Wyckoff, School Finance, via email cwyckoff@ksde.org

APPENDIX E – MEMORANDUM OF UNDERSTANDING

**CONTRACTUAL AGREEMENT
BETWEEN
UNIFIED SCHOOL DISTRICT NO. ___ AND
MENTAL HEALTH PROVIDER (MHP)**

THIS AGREEMENT effective this ___1st___ day of ____, 20___, by and between Unified School District No. ____, _____(district name) (hereinafter referred to as "USD ___") and _____ (MHP), Inc. a Kansas non-profit corporation (hereinafter referred to as “_____”).

WHEREAS, pursuant to K.S.A. 72-8201, USD ___ 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, _____(MHP) is a Kansas not for profit corporation providing mental health services to children and their families, including certain students of USD ___; and

WHEREAS, _____(MHP) and USD ___ 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 ___ who are also clients of _____(MHP); and

WHEREAS, USD ___ agrees to provide space to _____(MHP) employees to work with those referred for services; and

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

WHEREAS, _____(MHP) possesses and maintains certain records and information related to its clients as part of the provision of mental health services; and

WHEREAS, _____(MHP) and USD ___ have determined that their shared objectives to make a positive meaningful change in the lives of students of USD ___ who are also clients of _____(MHP) 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, _____(MHP) and USD ___ have concluded that USD ___ students identified by USD ___, 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 professionals, such as _____(MHP); and

WHEREAS, _____(MHP) has agreed that should USD ___ refer a student for a mental health assessment, _____(MHP) 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:

Section 1: **Term.** This Agreement shall be effective _____(start date) and shall end on _____(end date) subject to the provisions of this Section and Section 9. Thereafter, the terms of this Agreement may be renewed, in writing, on an annual basis, by agreement of the Parties.

Section 2: **Mutual Agreement – Independent Contractor.** The parties agree that in the performance of its obligations under this Agreement, ____ (MHP) is an independent professional mental health care provider offering services to USD ____ students as set forth in its Articles of Incorporation. As such, ____ (MHP) is not an agent or employee of USD _____. USD _____ shall neither have nor exercise any control over the professional judgment or practice of ____ (MHP) and its employees.

Section 3: **Purpose and Scope.** Information Sharing and Referrals.

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

- (a) For its part, ____ (MHP) 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. ____ (MHP) further agrees to provide a copy of any such release to USD _____.
- (b) The aforementioned releases will be sent to a centralized location designated by USD ____ and USD ____ will indicate in _____ that the release has been completed.
- (c) 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.
- (d) ____ (MHP) further agrees to limit its access to and use of information to the information provided by the Parties as more fully set forth in Section 4.
- (e) ____ (MHP) warrants that it will not download or save any of the data or other information provided by USD ____ in connection with this Agreement.
- (f) USD ____ shall facilitate referral of students identified in need of mental health services as appropriate through referrals to the MHP. MHP will outreach the families or guardians to determine if mental health services are needed and/or desired.
- (g) ____ (MHP) shall develop a crisis management plan dealing with student issues 24/7.

Section 4: **Purpose and Scope. School Liaison**

- (a) 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 the MHP and being the point person for communication between the two groups.
- (3) Helping the MHP staff understand and negotiate the school district system and procedures.
- (4) Triage prospective referrals and deciding with the MHP staff how to prioritize interventions for identified students.
- (5) Helping the school personnel understand the role of the MHP staff in this project.
- (6) Facilitating connections between the identified students' families and the MHP staff.
- (7) Troubleshooting any problems that arise and work with the MHP 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 MHP staff.

Section 5: Purpose and Scope. Clinical Therapist

- (a) The Clinical Therapist at the MHP will be responsible for:
- a. Helping the School Liaison identify appropriate referrals to the program based on one or more areas of concern:
 - i. Harm to self or others
 - ii. Trauma experience or history of trauma
 - iii. Emotion management
 - iv. Stress management
 - v. Anger management
 - vi. Impulse control
 - vii. Increasing social skills
 - b. Triage with the School Liaison to prioritize treatment interventions for identified students.
 - c. Working with the School Liaison to connect with the families or child welfare contracts to get appropriate consent to treat.
 - d. Conducting a clinical assessment of the identified student and make appropriate treatment recommendations.
 - e. Engaging with the student, family or child welfare contact in clinical interventions as identified on the treatment plan. Provide individual and family therapy.
 - f. Administer scales or tests to detect areas of concern with depression, anxiety, self-harm or other areas as identified.
 - g. Making referrals to other treatment modalities as appropriate
 - h. 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.
 - i. Gathering outcome data to monitor the effectiveness of the program.
 - j. Coordinating with the Case Manager to identify ways for them to support the student and family.
 - k. Providing therapy services as determined by the student's treatment plan.
 - l. Maintaining the treatment plan and necessary treatment protocols required by the MHP.

Section 6: Purpose and Scope. Case Manager

- (a) The Case Manager at the MHP will be responsible for:
- a. Working with the School Liaison and Clinician to identify students and triage priorities for treatment.
 - b. Outreach to students, families and child welfare contacts to help engage in treatment.

- c. Participate in the treatment planning process.
- d. Communicate with the Liaison and school personnel when appropriate about student needs, interventions and progress.
- e. Help maintain communication between all entities including family, student, school, clinician, child welfare and community.
- f. Maintain the treatment plan and necessary treatment protocols required by the MHP.
- g. Make referrals to appropriate community resources.
- h. Help to re-connect students and families when they are not following through with the treatment process.
- i. Help the families negotiate barriers to treatment.
- j. Engage with the student in the classroom, the home or the community to help build skills whenever needed.

Section 7: Licensure and Certification.

- (a) ____ (MHP) 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, ____ (MHP) shall inform USD ____ 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.

Section 8: Liability for Loss.

- (a) ____ (MHP) shall not be liable or obligated to USD ____ for losses or damages incurred by USD ____ under this Agreement, unless such damage arises from any willful act or omission or negligence of ____ (MHP), its officers, employees or agents, in which event ____ (MHP) shall be liable to USD ____ for such losses or damages sustained there from.
- (b) USD ____ shall not be liable or obligated to ____ (MHP) for losses or damages incurred by ____ (MHP) under this Agreement, unless such damage arises from any willful act or omission or negligence of USD ____, its officers, employees or agents, in which event USD ____ shall be liable to ____ (MHP) for such losses or damages sustained there from; provided that USD ____ in no event shall be subjected to any liability greater than found in the Kansas Claims Tort Act, K.S.A. 75-6101 et seq., and amendments thereto. Obtain proper Releases of Information authorizing USD ____ and ____ (MHP) to exchange information.
- (c) Each party shall be responsible for damages resulting from the acts and omissions of its employees.
- (d) 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.

Section 9: Assignment or Risk and Professional Obligations. This Agreement is subject to the laws, rules, and regulations imposed by governmental authorities or professional associations for ____ (MHP) employees or agents providing services under this Agreement. ____ (MHP) shall also maintain, at ____ (MHP) 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 Section 3 above. ____ (MHP) will provide a copy of insurance policy upon request of USD ____.

Section 10: **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. ____ (MHP) and USD ____ 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).

Section 11: **HIPAA Compliance** In instances where ____ (MHP) receives Protected Health Information (PHI) from USD ____, ____ (MHP) agrees that it shall:

- (a) 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), and the requirements of any regulations promulgated there under.
- (b) 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. ____ (MHP) shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this Agreement.
- (c) Promptly report to USD ____ 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.

Section 12: **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.

Section 13: **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.

Section 14: **Non-Solicitation.** During the term of this Agreement and continuing for [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.

Section 15: **Insurance.** ____ (MHP) agrees to maintain general liability, professional liability and worker's compensation insurance for all ____ (MHP) employees who perform services in connection with ____ (MHP) obligations hereunder and shall further designate USD ____ as a named insured under such policies. ____ (MHP) will provide documentation of such liability insurance to USD ____.

Section 16: Notices.

(a) All notices sent to USD ____ must be in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. ____
ATTN:

(b) All notices sent to ____ (MHP) must be in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service, to:

MHP Name
ATTN: MHP Contact Address

(c) 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 notice sent by first class mail, receipt will be presumed to be the third (3rd) day after the date of post mark.

Section 19: 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.

Section 20: 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.

Section 21: Assignment of Contract. This Agreement may not be assigned by ____ (MHP) without the prior written consent of USD ____.

Section 22: 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 _____,
Kansas on the date above first written.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attest: _____

Clerk of Board of Education

OPTIONAL PROVISION IN MOU – RECORDKEEPING POLICY

Review MOU suggestions below:

Providing recordkeeping invoice and payment

Below is a sample policy which could be included in the Memorandum of Understanding (MOU) between the school district and the local Mental Health Provider. This recordkeeping policy is optional and would need the agreement of both parties in order for it to be included in the MOU agreement.

***Section 5. Reports:**

No later than the 10th day of September, October, November, December, January, February, March, April, May and June, (MHP name) will submit a report to (USD name) that contains the following information:

- a. Name of student served in the previous month;
- b. The date(s) services were provided;
- c. Amount of time services were provided on each date that services were provided.

Section 6. Compensation:

(USD name) will pay to (MHP name) for the 2019-2020 school year the sum of (\$____) in ten equal payments. Each payment will be made no later than ten days following the date the reports referred to in Section 5 are provided to (USD name) by (MHP name).

Section 7. Sole Source of Funding:

The funding to pay (MHP name) under the terms of the Agreement is limited to the funds (USD name) receives from the Commissioner of Education pursuant to the MOU, and payment to (MHP name) will be made from no other (USD name) sources of funding. (USD name) will notify (CMCH name) as soon as (USD name) becomes aware that it will not receive funds from the Commissioner of Education pursuant to the MOU to pay (MHP name). (MHP name) 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 (MHP name) for services.

***Excel report (see Section 5) COULD also include the following fields:**

- o Month of report – Summary of minutes served by MHP by Category
 - a. Student first name
 - b. Student last name
 - c. Date of birth
 - d. Date and time of service
 - e. Name of provider
 - f. Duration
 - g. Service description
 - h. Location were served

IMPLEMENTING THE MENTAL HEALTH INTERVENTION TEAM PROGRAM

The recommendations below are based on past experiences of pilot schools that implemented this program during the last two school years.

- 1. Presenting the program to staff.** It is important to provide information to the staff of the schools being served by the mental health intervention team program. This would include the principal, social workers, psychologists, counselors, and teachers. Letting them know how the program operates and that it is there to make their jobs easier by helping students with such issues as behavior issues, poor attendance, and poor academics. Teachers should be provided procedures to give feedback on students receiving services in this program and reporting student attendance, academics, and behavior of those students. Presenting the program to central office staff and the local board of education will allow them to answer questions on the services for students. In addition, the business office of the school district should be advised of the program, amount of the grant, and the allowable accounting and expenditures for the program. Taking the time to show the benefits of the program prior to the implementation of this program is an important initial step.
- 2. Training of school liaisons.** Training of the school liaisons is another important aspect for the success of the program. Reviewing the expectations of the position, job duties, and techniques for selling the program are a few steps in this process. Training the liaison on the details of the online student data system can be accomplished by requesting training from KSDE IT staff.
- 3. Communication with the local Mental Health Provider.** It is important to establish a good working relationship with the Mental Health Provider staff, including the case managers and clinical therapists. By building a strong communication between the school and the MHP, any issues which arise can be addressed. It is important to make sure the MHP has adequate staff available prior to implementing the MHIT to ensure students referred for services with not have any wait time. A memorandum of understanding should be developed by the school district and Mental Health Provider on the duties and outcomes expected. It should include how referrals to the Mental Health Provider are made by the school district. If needed, it should address any summer services they plan to provide.
- 4. Communication with other local agencies.** Building a working relationship with other local entities will ensure that students with mental health issues get the help they need. These entities may include the local hospital staff, law enforcement agencies, other local health agencies. Explaining the program to those agencies will result in better communication between the agencies, if a student encounters mental health issues addressed by those agencies.
- 5. Communication with the community about the program.** In order to get information about the program to the general public and parents, it is important to develop a plan to let them know about the benefits of the services available to help their children.
- 6. Providing services to students in the school.** One of the benefits of the program is to provide services in the school buildings. The planning process should include adequate and secure rooms to hold sessions with the student(s). Having the school liaison accessible to students will ensure their can visit the liaison when services are needed or the teacher needs help with a student.

7. **Have all the necessary forms developed for the program.** Having the necessary forms available for referrals, parent permission, and evaluation of students is necessary to ensure services are provided as soon as possible to the student. Included in this guidance document are sample forms from school districts that have participated in the MHIT pilot program.
8. **Evaluation of the program.** As with all programs administered by the school district, a plan should be developed to evaluate the effectiveness of the services to students. The online student data system has questions which help schools determine if the students are showing progress in several areas. Additional evaluation tools can be used by the school district in addition to those listed in the system.

SAMPLE FORMS (to be posted in the near future)

We have collected sample forms that were developed and used by school districts that participated in the pilot MHIT program during the last two school years. Some forms included are: referral forms, student screening forms, parent permission for services, intervention plan for students, and many more. This document titled “Mental Health Intervention Team Program Sample Forms” can be accessed on the KSDE [School Finance homepage](#), MHIT program, Sample MHIT forms.

School districts implementing a new program are encouraged to review these documents to learn from the past experience of school districts. **Note:** These forms are intended for guidance and are not required to be used.

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