Program Guide

Mental Health Intervention Team

2023-2024





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

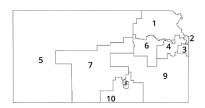
to be successful in postsecondary education, in the attainment of an industry recognized certification or in the workforce, without the need for remediation.

OUTCOMES

- Social-emotional growth
- Kindergarten readiness
- Individual Plan of Study
- Civic engagement
- Academically prepared for postsecondary
- High school graduation
- Postsecondary success







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Kansas leads the world in the success of each student.

an. 13, 2023

Revision History

Date	Reason of Change	Edited By

Related Documents

Document Title	Document Location	Comments
Grant Application	Mental Health Intervention Team website	Grant Application for 2023- 2024.
Memorandum of Understanding	Mental Health Intervention Team website	Sample MOU that may be used or revised as needed.

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Glossary

Term	Meaning
DCF	Kansas Department for Children & Families
CINC	Children in Need of Care
KSDE	Kansas State Department of Education
BHIT	Behavioral Health Intervention Team
MHP	Mental Health Provider
CMHC	Community Mental Health Center
KSBE	Kansas State Board of Education
MOU	Memorandum of Understanding

Overview

Values & Goals

The goal is to provide greater access to behavioral health services for K-12 students with an emphasis on students who are in custody or receiving services from Department of Children and Families (DCF) and establish 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 K-12 students and their families by identifying students, communicating with families, and linking them to the already existing statewide behavioral health system and resources within the Mental Health Providers network.

Alpha Group (1)

Alpha Group (group 1) consists of Children in Need of Care (CINC) and in state custody, Families First or family preservation. They have experienced multiple placements that may range from one end of the state to the other, 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 DCF would be engaged in this program for the Alpha Group.

Beta Group (2)

The Beta Group (group 2) consists of all other youth (non-CINC) who need mental health support services.

Key Issues

- Shortage of staff with degrees/training, i.e., school counselors, psychologists, social workers, in necessary positions (especially in Western Kansas). Initial input from Western Kansas USD Superintendents is supportive of the concept to provide broader-based services for rural districts that have smaller enrollment and currently do not have enough students within the USD or Special Education Cooperative to justify a full-time staff position.
- An advantage exists if the Mental Health Provider is NOT a school district employee, in that the building administrator is not able to assign additional duties, or to limit the services provided to students.
- Diverse needs of students can be coordinated by the Mental Health Provider with the added ability to provide services 24/7 throughout the calendar year; not just the nine months of the school year or during school hours.
- A database has been set up and supported by KSDE to allow members of the Behavioral Health Intervention Team (BHIT) to access and enter information on students' enrollment and behavioral health information so students can receive education or treatment attention as quickly as necessary.
- Barriers families experience to access services and maintain consistency for their child to attend recurring sessions include time away from work, transportation, distance to service provider location.

Roles & Responsibilities

The key staff of the MHIT would include a combination of bachelor's or master's level behavioral health liaisons employed by the USD and a Master Level Clinical Therapists and Case Managers employed by the Mental Health Providers.

The district should hire School Liaisons with a bachelor's or master's degree who are able to meet the general duties <u>outlined below</u> and a determination to help students in need. The critical issue is to get qualified staff who have a passion to help students in need and who can make the program successful by coordinating between the USD, student, family, and the Mental Health Provider.

It will be required for each USD and cooperating MHP to work together to identify needs specific to the USDs families and students and develop an action plan to implement a school-based program.

Mental Health Providers

Clinical Therapist

- Helping the school liaison identify proper referrals to the program.
- Triage with the School Liaison to prioritize treatment interventions for identified students.
- Work with the School Liaison to connect with the families or child welfare contacts to get proper consent to treat.
- Conduct a clinical assessment of the identified student and make proper treatment recommendations.
- Engage with the student, family or child welfare contacts in clinical interventions as identified on the treatment plan and provide individual and family therapy.
- Administer scales or tests to detect areas of concern with depression, anxiety, self-harm, or other areas as identified.
- Make referrals to other treatment modalities as appropriate.
- Communicate to the School Liaison educationally appropriate information, such as interventions and strategies for use by classroom and school staff.
- Gather outcome data to monitor the effectiveness of the program.
- Coordinate with the Case Manager to identify ways for them to support the student and family.
- Provide therapy services as determined by the students' treatment plan.
- Maintain the treatment plan and necessary treatment protocols required by the MHP.

Case Manager

- Collaborating with the School Liaison and Clinical Therapist to identify students and triage priorities for treatment.
- Outreach to students, families, and child welfare contacts to help engage in treatment.
- Participate in the treatment planning process.
- Communicate with the School Liaison and USD personnel when appropriate about student needs, interventions, and progress.
- Help support communication between all entities including family, student, school,
 Clinical Therapist, child welfare and community.
- Maintain the treatment plan and necessary treatment protocols required by the Mental Health Provider.
- Make referrals to proper community resources.
- Help to re-connect students and families when they are not following through with the treatment process.
- Help the families negotiate barriers to treatment.
- Engage with the student in the classroom, the home, or the community to help build skills wherever needed.

USDs

School Liaisons

- Identifying proper referrals for the team to engage.
- Acting as a liaison between the USD and Mental Health Provider by being the point person for communication between the two groups.
- Helping the staff understand and negotiate the USDs system and procedures including school calendar, professional development, drills and crisis plan (suicide) protocols.
- Triage prospective referrals and deciding with the Mental Health Provider staff how to prioritize interventions for identified students.
- Helping the Mental Health Provider and school personnel understand the role of the staff in this project.
- Facilitating connections between identified students' families and the Mental Health Provider staff.
- Coordinate student's treatment schedule for Mental Health Provider therapist with building administrators and classroom teachers, to optimize clinical therapist's productivity.
- Troubleshooting any problems that arise and work with the Mental Health Provider to resolve them.
- Gathering outcomes to monitor the effectiveness of the program.
- Maintain and update the MHIT database regularly throughout the year.
- Follow-up with child welfare contacts if a child has moved schools to get the child's educational history.
- 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.
- Work with school administration to identify and provide confidential space for MHP therapist.
- Aid in planning continuity of care through summer services.
- For more information, refer to the <u>School Liaison Position Description</u> below 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.

Accounting Requirements

This includes School Liaison funding and USD payments to their MHP. USDs shall keep separate accounting records for the following:

- School Liaison expenditures (Salary and Fringe Benefits)
- USD Payments to Mental Health Provider(s)
- Grant funds received will be recorded under Gifts and Grants (Code 35) of the USD budget document as follows:
 - o School Liaison: Revenue Code 3227 Mental Health (School Liaison)
 - o Mental Health Provider: Revenue Code 3228 Mental Health (Mental Health payment)

The 25% local match is suggested to be paid out of the General Fund (Code 06) or Supplemental General Fund (Code 08). At Risk (K-12) Fund (Code 13) may be used but must be pro-rated between At-Risk Students. The portion for students not At-Risk must be expensed out of a different fund.

Records should be available for audit by KSDE.

Allowable expenditures for these funds are outlined below in the <u>Allowable Expenditures</u> section.

If the School Liaison's salary is pro-rated between other duties, records should be available to determine the time spent on the school liaison duties.

Allowable Expenditures

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

- Salary
- Fringe Benefits: Includes amounts paid by USDs on behalf of employees. These
 amounts are not included in the gross salary but are in addition to the gross salary.
 Include group insurance, social security, unemployment compensation and worker's
 compensation.

The expenditures report is a requirement of the MHIT Grant and is due July 10, 2024, for all expenditures from July 1, 2023 through June 30, 2024.

• See sample <u>Expenditure Report</u> below. Any modifications to these reports will be sent to school districts as soon as they are available.

Payment Information

Funding Contact: John Calvert | (785) 296-7056 | icalvert@ksde.org

School Liaisons

USDs will submit request monthly for funds to cover the predicted expenditures for the upcoming month. The requests will be completed using a form developed by the School Finance team. Cash balance during the month should be held to a minimum and should be used to decrease the following months request. The form will include cash balance at the beginning of the month and the estimated expenditures for the upcoming month, which will calculate the payment request.

See sample School Liaison Payment Request below.

Mental Health Providers

USDs will receive funds that are 25% of the School Liaison part of the grant to be used for their Community Mental Health Provider. The payments will be made four times a year, October 15, November 15, February 15 and April 15, and USDs will receive 25% of the grant each time. Once received, the USD will need to send along to their MHP, which should also be made from code 35 (Gifts & Grants); Function 2144 Psychotherapy Services & Object Code 346 Medical Services are the suggested expenditure lines to use.

Memorandum of Understanding

Once a USD is approved for the MHIT grant, the USD and MHP must have a Memorandum of Understanding (MOU) signed by both parties and sent to KSDE before they are eligible to receive grant funds. All MOUs should be signed by all parties and emailed to John Calvert (<u>icalvert@ksde.org</u>) by August 31.

DO NOT sign a MOU with the CMHC until a school liaison has been hired.

A sample <u>Memorandum of Understanding</u> is shown below. This form may be changed to meet the requirements needed by school districts and mental health providers. You may download an <u>editable Word document of just the sample MOU</u> on the <u>MHIT Website</u>.

Reporting

Progress reports must be sent to KSDE at the end of each semester. These should be completed as a team between the School Liaison and MHP.

A sample <u>Progress Report</u> is shown below. Any modifications to these reports will be sent to school districts as soon as they are available.

Application

KSDE invites proposals for projects that coordinate school-based services with a Community Mental Health Center (CMHC) or other approved mental health provider for students who need help during the 2023-2024 school year. The Mental Health Intervention Team (MHIT) Program Grant supplies USDs funds to hire School Liaisons to aid and provide mental health services to students as well as funds for the CMHC or other mental health provider the USD is working.

<u>Applications</u> can be downloaded from the <u>MHIT Website</u>.

Questions: John Calvert (icalvert@ksde.org) | (785) 296-7056

Review & Approval

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

Applications must be sent to KSDE no later than 5:00 PM on June 10, 2022. Applications must be complete to receive consideration for funding.

Grants will be awarded to USDs per funding availability.

Fund Use

Funds awarded to USDs to support the Mental Health Intervention Team Programs can only be used to fund School Liaisons. Based on the grant amount awarded to the USD for School Liaisons, the contracting CMHC or other approved mental health provider will receive a separate grant in an amount that is 1/3 of the School Liaison grant, with exception to Pilot USDs.

Submission

Completed applications (which may be downloaded from the <u>MHIT Website</u>) should be submitted as follows:

Emailed to: John Calvert (jcalvert@ksde.org) | (785) 296-7056

<u>File Type:</u> Excel (do not send as a PDF)

<u>Applications due June 10</u>

Applicants are encouraged to send early to avoid technical issues.

Implementation

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

Presenting to Faculty

It is important to supply information to Faculty of the schools being served by the MHIT Program. This would include the principal, social workers, psychologists, counselors, and teachers. Letting them know how the program works and that it is there to make their jobs easier by helping students with such issues as behavior, poor attendance, and academics.

Teachers should be supplied procedures to give feedback on students receiving services in from 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 better 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 first step.

School Liaison Training

Training of School Liaisons is an 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 done by requesting training from John Girodat (<u>igirodat@ksde.org</u>) at (785) 296-8676.

Communication

Mental Health Provider

It is important to establish a good working relationship with the MHP staff, including Case Managers and Clinical Therapists. By building an effective communication between the USD and MHP, any issues that may 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 will not have any wait time. An MOU should be developed by the USD and MHP on the duties and outcomes expected. It should include how referrals to the MHP are made by the school district. If needed, it should address any summer services they plan to provide.

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 and 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.

Community

To get information about the program to the 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.

Providing Services

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 they can visit the School Liaison when services are needed, or the teacher needs help with a student.

Forms

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.

Program Evaluation

As with all programs administered by USDs, 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. Other evaluation tools can be used by the USD in addition to those listed in the system.

Appendix

School Liaison Position Description

The following School Liaison position description meets the minimum requirements of the position for the MHIT Grant listed on page 11-12. USDs may edit the example for the position to meet the USDs social-emotional support system.

School Liaison Position Description

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

- Serves as the primary liaison to Mental Health Provider (MHP), family caregivers, child welfare agencies and school administration.
- Collaborates with school administrators and MHP to establish a school-based behavioral health team model.
- Assists the behavioral health team in implementing data-based screening and referral protocols to ensure timely access to school based and/or MHP.
- Assesses student and family needs for the purpose of developing and implementing behavioral health support plans.
- Provides quality assurance in the referral process to MHP.
- Assists students and families with accessing and navigating MHP and other community-based resources and services.
- Maintains accurate records for the purpose of progress monitoring and complying with district and state reporting requirements.
- Provides consultation to USD administration and counseling staff on interventions for students experiencing behavioral and emotional barriers to learning.
- Assists USD administrators with the development of student safety and re-entry plans.
- Ensures that school-based interventions and services are trauma informed, culturally and linguistically appropriate.
- Provides support in crisis response.
- Compiles data for statistical purposes.

School Liaison Position Description (cont.)

Essential Performance Responsibilities (cont.)

- Provides professional development and coaching to administrators, teachers and counselors on trauma informed and culturally responsive services and supports within the behavioral health model.
- Trains and supervises behavioral/mental health interns to provide effective services and supports.
- Participates in USD in-service and professional development meetings.
- Conducts classroom observations of students for the purpose of data collections and fidelity of implementation of the treatment plans.
- Attends team meetings to participate in the problem-solving model for students and families.
- 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.
- Provides direct services and check-up supports to students on caseload assigned from reassignment hearings.
- Completes accident/incident reports for students/staff.
- Maintains confidentiality regarding educational records.
- Maintains a daily log of school/staff visits and documentation.
- Utilizes existing technology effectively in the performance of duties.
- Works with district staff to identify and support students in foster system, CINC, and other family support programs.
- Encourage families to continue summer services, assists in establishing schedule and location for summer services.

Qualification Profile:

- USD should hire personnel with a bachelor's master's degree. School Liaisons should be qualified in behavior intervention, such as school counselors, school social workers, psychologists, or another related field.
- Social work experience in K-12 settings preferred.
- Experience leading professional development and training with teachers and counselors.
- Flexible, solutions oriented, collaborative and responsive to crisis situations.
- Possess and utilize excellent interpersonal skills and professional judgment.
- Demonstrate collaborative and consultative skills.

Mental Health Provider Interview Questions

- Is your mental health center eligible for Medicaid payments for clients?
- Do you have case managers available for this project?
- Can a case manager be assigned to the school, or will multiple case managers be assigned?
- Do you have clinical therapists available for this project?
- Can a clinical therapist be assigned to the school, or will multiple clinical therapists be assigned?
- Are you currently providing services to other school districts?
- Do you have a 24/7 crisis management plan for working with patients in the evenings and weekends? If so, please describe the plan, if the plan involves other providers, please send the agreement entered into for the provision of these services.
- Do you provide services through any programs with the county or city?
 - o If so, have there been any issues you had with providing those services?
- Do you have the ability to provide a student intake within fifteen business days of receiving a referral?
- Do you have the ability to provide clinical services within fifteen business days after determining a student needs service after intake assessment?
 - o If there is a delay, how will you communicate to the school district?
- Is your center agreeable to hold meetings on a regular basis with the school district liaison, such as once every two weeks?



900 S.W. Jackson Street, Suite 356 Mental Health Intervention Grant Progress Report Topeka, Kansas 66612-1212

July 1, 2021 through December 20, 2021

(785) 296-7056

Please fill in all cells with yellow orange border (if applicable).

School Liaison & Commun	nity Mental Health (Center to complet	e together.	
Submit by:	Submit to:	John Calvert	jcalvert@ksde.org	
Monday, December 20, 2021		Diane Gjerstad	dgjerstad@ksde.o	org
USD Name				USD #
Referred to CMHC for Services, but have	e NOT received S	Services		Student
Report K-12 Students ONLY		////		Headcount
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2. In-take is planned, but has not been comp	leted			
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Received Services from USD & CMHC			// //>	Headcount
Report K-12 Students ONLY				HeadCount
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10. Moved out of district following start of sev				
11. Providing writter information (282 separat	te trie) on student si	uccesses not cove	red above.	
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After Consultation Setween CMHC & Sc	hool Cais on			
12. Providing written information (as a separat	tr file) of recommer	ndations for impro	vement needed	
to help with students social/emg tional wall				
13. Providing written information (as a separat			help evaluate	
needs of students that are receiving service			e.p evaluate	
Examples: number of suspensions/expulsions, law e		~		
	•	•		
l hereby certify this information is accurate to		owledge.		
Typing your name below is considered your electronic sig	gnature.	-		
School Liaison	Phone Number	Email A	ddress	Date
Community Mental Health Center designee	Phone Number	Email A	.ddress	Date

Audit Guide

The MHIT Audit Guide can be found on the <u>KSDE's Fiscal Auditing website</u>. Below is the most updated audit guide, which will be very close to how this year's funds will be audited since there was not any changes to the program.

A total of 56 Unified School Districts participated in the Mental Health Intervention Team Pilot for the 2021-22 School Year, with 43 districts serving as fiscal agents and receiving the funds.

The goal was to provide treatment and track the behavioral health needs of two groups of youth.

- 1. The first group consists of youth who are Children in Need of Care (CINC) and in state custody. 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.
- 2. The second group consists of youth who may move from time to time but just as likely may reside in one school district throughout their education. These are youth who need more behavioral health treatment outside of the normal school day, whether that is after 5:00 PM on a weekday or on the weekend or during the summer.

Community Mental Health Centers (CMHCs) and the school districts lead these efforts. Schools and CMHCs strive to meet the mental health needs of students by sharing and collaborating on this project.

There are two separate grants for Unified School Districts for 2021-22:

- 1. School District Mental Health Liaison Grant to hire staff.
- 2. School District Grant for Payments to Community Mental Health Centers for Uninsured/Underinsured Students

Audit Steps

43 Unified School Districts received Mental Health Intervention Team Pilot funds for the 2021-22 school year.

Audit steps for Mental Health School Liaison-related expenditures: (See *Note below for auditing any part-time mental health school liaisons)

- 1. Audit the expenditures for Mental Health School Liaison. Allowable Mental Health School Liaison expenditures include salaries, fringe benefits, social security & related expenses, such as worker compensation payments, and unemployment insurance.
 - State aid expenditures will be reported in Fund 35, Gifts and Grants, and must account for 75% of the **total** mental health school liaison expenditures.
 - local match expenditures can come from any other fund, but primarily from: General Fund (06), Supplemental General Fund (08), or the K-12 At-Risk fund (12) and must account for 25% of the total Mental Health School Liaison expenditures.
- 2. The appropriate amount of state aid will be determined by using this calculation method:
 - total expenditures for Mental Health School Liaison(s), all funds, including local match x 75%
 - the state aid amount cannot exceed the approved grant amount.

*Note: Auditing documentation related to part-time Mental Health School Liaisons:

For liaisons who have additional duties other than the Mental Health Intervention Team Pilot program, documentation should be provided which demonstrates the expenditures reported as costs related to the mental health school liaisons are truly for the Mental Health Intervention Team Pilot program only.

When auditing expenditures for any part-time Mental Health School Liaisons: districts should have expenditures-related logs (as described below) for any part-time school liaisons.

To help ensure expenditures for school liaisons will be eligible for the Mental Health Intervention Team Pilot program, we have listed recordkeeping information for part-time liaisons.

- A set schedule for the time to be spent on the school liaison duties or
- A log outlining the time (number of hours) spent on school liaison duties each day.

In addition, one of the following documents should be available during the audit.

- The contract for the Mental Health School Liaison could include the percentage of time required to be spent on school liaison duties.
- An addendum to the contract covering the time to be spent on the school liaison duties.
- Other documentation which will demonstrate justification for the time spent on school liaison duties.

Duties – School Liaison – Mental Health Intervention Team Pilot: As a reminder, the school liaison general duties listed below are the type of activities that can be counted for either full-time or part-time employees in a district's Mental Health Intervention Team Pilot program.

General duties the Mental Health School Liaison in the school district is responsible for include the following:

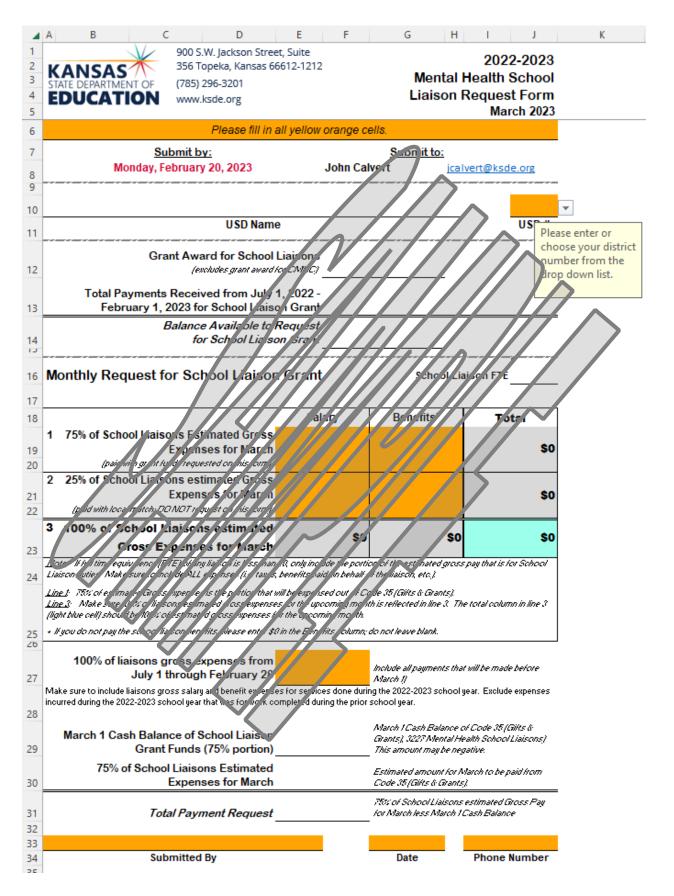
- a. Identifying appropriate referrals for the team to engage.
- b. Acting as a liaison between the district and the Community Mental Health Center (CMHC) and beingthe point person for communication between the two groups.
- c. Helping the CMHC staff understand and negotiate the school district system and procedures.
- d. Triage prospective referrals and deciding with the CMHC staff how to prioritize interventions for identified students.
- e. Helping the school personnel understand the role of the CMHC staff in this project.
- f. Facilitating connections between the identified students' families and the CMHC staff.
- g. Trouble shooting any problems that arise and work with the CMHC to resolve them.
- h. Gathering outcomes to monitor the effectiveness of the program.
- i. Follow up with child welfare contacts if a child has moved schools to get educational history.
- j. Be an active part of the school intervention team and relay information to CMHC staff.

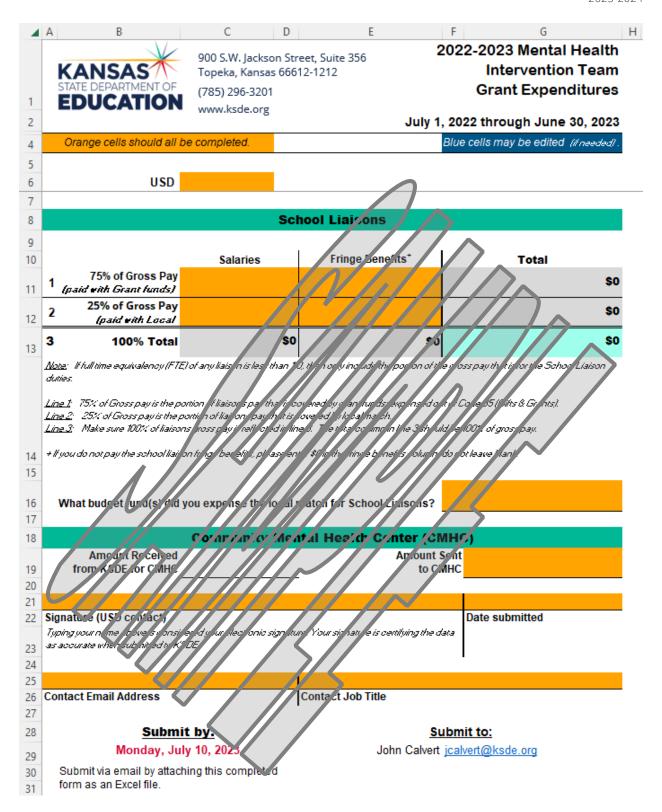
Audit steps for payments to USDs from the Kansas State Department of Education for Community Mental Health Centers (CMHCs).

- 1. Payments were made by the Kansas State Department of Education to the School Districts for Local Community Mental Health Centers, which were then paid to the CMHCs by the USD.
- 2. Expenditures paid to CMHCs will be reported in Fund 35, Gifts and Grants.
- 3. The USD would provide documentation that those funds were paid to the CMHCs. If there is a finding that the full amount was not paid to the CMHC(s), the district must immediately remit that amount to thee CMHC(s).

Reporting Requirements

- 1. Districts receiving Mental Health Intervention Team Pilot grants are listed in the audit write-up.
- 2. Any grant funds spent for expenses other than Mental Health Intervention Team Pilot expenses and any grant funds shown as not having passed through to the designated Community Mental Health Center will be noted as such in the audit write-up.





Memorandum of Understanding (Sample)

A completed and signed MOU is due by August 31, 2022. The MOU should be completed by both the USD and the Mental Health Provider (sample supplied below.) If the USD chooses to partner with more than one Mental Health Provider, an MOU shall be submitted for each provider. Payments to the USD cannot begin until the completed and signed MOU is submitted. You may download an <u>editable document of just the sample MOU</u> on the <u>MHIT</u> Website.

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 <u>K.S.A. 72-1131</u>, 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 here, the parties hereto agree as follows:

Sec. 1 Term

This agreement shall be effective 7/1/2023 and shall end on 6/30/2024 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.

Sec. 2 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

Sec. 3 Information Sharing and Referrals

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

- (a) 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 supply a copy of any such release to USD #000.
- (b) 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.
- (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) 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 <u>Sec. 4 Purpose & Scope School Liaison(s)</u>. 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.
- (e) 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 reach out to the families or guardians to determine if mental health services are needed and/or desired.
- (f) Mental Health Provider shall develop a crisis management plan dealing with student issues 24/7.

Sec. 4 School Liaison(s)

The School Liaison with the school district will manage:

- (1) Identifying proper 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.

Sec. 5 Clinical Therapist

The Clinical Therapist at the MHP will manage:

- (1) Helping the School Liaison identify proper 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
- (2) Triage with the School Liaison to prioritize treatment interventions for identified students.
- (3) Collaborating 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 proper 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 engage 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.

Sec. 6 Case Manager

The Case Manager at Mental Health Provider will manage:

- Collaborating 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 support 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 proper 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.

Sec. 7 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.

Sec. 8 Liability for Loss

- (a) 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.
- (b) 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 et seq., and amendments thereto. Obtain proper Releases of Information authorizing USD #000 and Mental Health Provider 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.

Sec. 9 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 supply a copy of insurance policy upon request of USD #000.

Sec. 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. 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).

Sec. 11 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 <u>Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA)</u>, and the requirements of any regulations promulgated there under.
- (2) Not use or further disclose any PHI concerning a patient other than as allowed by this agreement, the requirements of HIPAA and/or applicable federal regulations. Mental Health Provider shall implement proper 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.

Sec. 12 Dispute Resolution

If 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, to identify and resolve the conflict, prior to seeking alternative methods of conflict resolution.

Sec. 13 Non-Discrimination

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

Sec. 14 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.

Sec. 15 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 supply documentation of such liability insurance to USD #000.

Sec. 16 Notices

- (a) All notices sent to USD #000 must be in writing and
 - i. hand delivered,
 - ii. sent by first class mail, postage prepaid, or
 - iii. 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

- (b) All notices sent to Mental Health Provider must be in writing and
 - iv. hand delivered,
 - v. sent by first class mail, postage prepaid, or
 - vi. 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

(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 notices sent by first class mail, receipt will be presumed to be the third [3rd] day after the date of post mark.

Sec. 17 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.

Sec. 18 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.

Sec. 19 Assignment of Contract

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

Sec. 20 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.

000	USD Name	Mental Health Provider		
USD#	USD Name	Mental Health Provider Name		
Chief Administrator (USD)		Chief Administrator (Mental Health Provider)		
		Title (Cl.: (A.L.: : (CNALIC)		
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: Board Clerk Name				
		Clerk of the Board		

Contacts

Program Questions

John Calvert (785) 296-7056 <u>jcalvert@ksde.org</u>

Angie Brungardt (785) 608-6767 <u>abrungardt@ksde.org</u>

Funding

John Calvert (785) 296-7056 <u>icalvert@ksde.org</u>

Online Student Data System

John Girodat (785) 296-8676 jgirodat@ksde.org

John Calvert (785) 296-7056 <u>jcalvert@ksde.org</u>

For more information, contact:

John Calvert Director Safe & Secure Schools (785) 296-7056 jcalvert@ksde.org



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