Program Guide

Mental Health Intervention Team

2022-2023

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

The Kansas State Board of Education does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs and activities and provides equal access to any group officially affiliated with the Boy Scouts of America and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies: KDE General Counsel, Office of General Counsel, KSDE, Kansas State Office Building, 900 S.W. Jackson, Suite 112, Topeka, KS 66612-1212, (785) 296-3201.
## Revision History

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## Related Documents

<table>
<thead>
<tr>
<th>Document Title</th>
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<tbody>
<tr>
<td>Grant Application</td>
<td>Mental Health Intervention Team website</td>
<td>Grant Application for 2022-2023.</td>
</tr>
<tr>
<td>Memorandum of Understanding</td>
<td>Mental Health Intervention Team website</td>
<td>Sample, fillable MOU that may be revised as needed.</td>
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# Glossary

<table>
<thead>
<tr>
<th>Term</th>
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<tr>
<td>DCF</td>
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<td>CINC</td>
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<td>Kansas State Department of Education</td>
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<td>Behavioral Health Intervention Team</td>
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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 are in need of 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 very supportive of the concept in order 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 in a position to assign additional duties, or to limit the services provided to students.

- Different 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 established and maintained 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 BHIT would include a combination of Bachelors or Masters 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 Bachelors or Masters Degree who are able to meet the general duties outlined below and a determination to help students in need. The important 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 appropriate 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 appropriate consent to treat.
- Conduct a clinical assessment of the identified student and make appropriate 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

- Working 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 maintain 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 appropriate 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 appropriate 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 in order 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.
• Assist in planning continuity of care through summer services.
• For more information, refer to the School Liaison Position Description 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 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 paid out of a different fund.

Records should be available for audit by KSDE.

Allowable expenditures for these funds are outlined below in the Allowable Expenditures 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 for 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 end of year expenditures report is a requirement of the MHIT Grant and is due July 14, 2023 for all expenditures from July 1, 2022 through June 30, 2023.

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

Payment Information

Funding Contact: Christie Wyckoff | (785) 296-6321 | cwyckoff@ksde.org

School Liaisons

USDs will submit request monthly for funds to cover the anticipated expenditures for the upcoming month. The requests will be completed using a form developed by the School Finance team. Excess revenue 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 portion 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 forward along to their MHP.
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 submitted to KSDE before they are eligible to receive grant funds. All MOUs should be signed by all parties and emailed to John Calvert (jcalvert@ksde.org) by August 31.

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

Reporting

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

A sample Progress Report 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 assistance during the 2022-2023 school year. The Mental Health Intervention Team (MHIT) Program Grant provides USDs funds to hire School Liaisons to assist and provide mental health services to students as well as funds for the CMHC or other mental health provider the USD is working.

Applications can be downloaded from the MHIT Website.

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

Technical Difficulties with Application: Christie Wyckoff (cwyckoff@ksde.org) | (785) 296-6321

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 submitted to KSDE no later than 5:00 PM on June 10, 2022. Applications must be complete in order 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 MHIT Website) should be submitted as follows:

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

File Type: Excel (do not send as a PDF)

Applications due June 10

Applicants are encouraged to submit 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 provide 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 operates 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 provided procedures to give feedback on students receiving services 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 initial 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 accomplished by requesting training from Richard Matteson at rmatteson@ksde.org.
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 a strong 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

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.

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. Additional 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 in order 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.
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.
- Provides support in crisis response.
- 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.
- Compiles data for statistical purposes.
- 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 Degree or higher (Masters). School Liaison should be qualified in behavior intervention, such as school counselors, school social workers, psychologists, or other 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 submit the agreement you entered into for the provision of these services.
- Do you provide services through any programs with the county or city?
  - If so, have there been any issues you had with providing those services?
- Do you have the ability to provide a student intake within 15 business days of receiving a referral?
- Do you have the ability to provide clinical services within 15 business days after determining a student needs service after intake assessment?
  - 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?
# Mental Health Intervention Grant Progress

**July 1, 2022 through December 20, 2022**

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

## School Liaison & Community Mental Health Center to complete together.

**Submit by:**

Tuesday, December 20, 2022

**Submit to:**
John Calvert  
jcalvert@ksde.org

Angie Brungardt  
abrungardt@ksde.org

## Referred to CMHC for Services, but have NOT received Services

**Report K-12 Students ONLY**

1. In-take has been completed, but services has not begun

## Received Services from USD & CMHC

**Report K-12 Students ONLY**

3. Total Students Served by CMHC  
   (Only count students one time even though they may receive services more than once)

4. Foster Students served by CMHC  
   (These students should also be included in #3)

5. Improved School Attendance following start of Services

6. Improved Externalizing Behavior: Student/EP has shown improvement in those behaviors following start of services  
   (Optional: Provide specific examples of improvement)

7. Improved Academics as performance-based engagement in learning following start of services

8. Improved Internalizing Behavior: Student/EP has shown improvement in internalizing behaviors following start of services  
   (Examples: reduction in anxiety or depression, better concentration, etc.)

9. Officially Promoted out of CMHC following start of services

10. Moved out of district following start of services

## After Consultation between CMHC & School Liaison

11. Providing written information (as separate file) on student successes not covered in #5 - #8.

12. Providing written information (as separate file) on recommendations for improvement needed to help with students social/emotional wellness and outcome goals.

13. Providing written information (as separate file) that shows measures that may help evaluate needs of students that are receiving services through this program.

   Examples: number of suspensions/expulsions, law enforcement contacts, suicide attempts.

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

Typing your name below is considered your electronic signature.

School Liaison:  
Phone Number:  
Email Address:  
Date:  

Community/Mental Health Center designer:  
Phone Number:  
Email Address:  
Date:
# 2022-2023 Mental Health Grant Expenditures

**July 1, 2022 through June 30, 2023**

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<th>Blue cells may be edited (# if needed).</th>
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## School Liaisons

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<tr>
<td></td>
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*Note:* If full-time equivalency of a School Liaison is less than 1, the portion of the gross pay that is for the School Liaison duties.

1. 75% of Gross pay is the portion that is paid by the funds deposited out of Cycle 38 (Grant funds).
2. 25% of Gross pay is the portion of salary paid by Local Match.
3. Make sure 100% of Gross pay is reflected in the USD. If it is not, the USD should be 100% Gross pay.
4. If salary exceeds the salary continuation pay (base pay), report it as 100% Gross pay.

What budget fund(s) did you expense the local match for School Liaisons?

## Community Mental Health Center (CMHC)

<table>
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<tr>
<th>Amount Collected from KSDE for CMHC</th>
<th>Amount Sent to CMHC</th>
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Signature (USD contact)

**Tipping your name above is considered your electronic signature. Your signature is certifying the data.**

Contact Email Address

**Submit by:**
Monday, July 10, 2023

Submit via email by attaching this completed form as an Excel file.

**Submit to:**
Christie Wyckoff [cwyckoff@ksde.org](mailto:cwyckoff@ksde.org)
John Calvert [jcalvert@ksde.org](mailto:jcalvert@ksde.org)
**Mental Health School Liaison Request Form**

**September 2022**

Please fill in all yellow orange cells.

**Submit by:**
Friday, August 19, 2022

**Submit to:**
Christie Wyckoff
cwyckoff@ksde.org

---

**Grant Award for School Liaisons**

- Includes grant award for Clerk

**Total Payments Received from July 1, 2022 - August 1, 2022 for School Liaison Grant**

- [Amount]

**Balance Available or Request for School Liaison Grant**

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**Monthly Request for School Liaison Grant**

- **School Liaison FTE:**

<table>
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<tr>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>3</td>
<td>100% of School Liaisons Estimated Gross Pay for September</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Note:** If full-time equivalent (FTE) for the liaison is less than 1, only include the portion of the estimated gross pay that is for School Liaison duties.

**Line 1:** 75% of estimated Gross pay is the portion that will be expended out of Code 35 (Grants & Grants).

**Line 2:** Make sure 25% of liaison estimated gross pay for the upcoming month is reflected in line 3. The total column in line 3 (light blue cell) should be 100% of estimated gross pay for the upcoming month.

- If you do not pay the school liaison fringe benefits, please enter $0 in the Fringe Benefits column; do not leave blank.

**September 1 Cash Balance**

- ( leftover cash from the previous month)

**75% of School Liaisons Estimated Gross Pay for September**

- $0

**Total Payment Request**

- $0

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**Submitted By**

**Date**

**Phone Number**

---

900 S.W. Jackson Street, Suite 350 Topeka, Kansas 66612-1214
(785) 296-3201
www.ksde.org
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 provided 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 editable document of just the sample MOU (one that includes optional provisions and one that excludes optional provisions) on the MHIT Website.

Optional Provisions: Recordkeeping Policy - Providing recordkeeping invoice and payment

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

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**Contractual Agreement**

USD #000 USD Name and Mental Health Provider

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

WHEREAS, pursuant to K.S.A. 72-1131, USD #000 is a Kansas unified school district possessing the usual powers of a corporation for public purposes which provides educational services to its students; and

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

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

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

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

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

WHEREAS, Mental Health Provider and USD #000 have determined that their shared objectives to make a positive meaningful change in the lives of students of USD #000 who are also clients of Mental Health Provider will be significantly enhanced and furthered by and through an arrangement in which the parties share and exchange certain information, on a limited basis; and
WHEREAS, Mental Health Provider and USD #000 have concluded that USD #000 students identified by USD #000, in its discretion, as being in need of mental health care services would derive substantial benefit from an assessment by a provider or a qualified mental healthcare professional(s), such as Mental Health Provider; and

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

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

Sec. 1   Term

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

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 regarding 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 provide 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 Sec. 4 Purpose & Scope - School Liaison(s). Mental Health Provider warrants that it will not download or save any of the data or other information provided by USD #000 in connection with this agreement.

(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 outreach 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 be responsible for:

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

The Clinical Therapist at the MHP will be responsible for:

1. Helping the School Liaison identify appropriate referrals to the program based on one or more areas of concern:
   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. Working with the School Liaison to connect with the families or child welfare contracts to get appropriate consent to treat.

4. Conducting a clinical assessment of the identified student and make appropriate treatment recommendations.

5. Engaging with the student, family or child welfare contact in clinical interventions as identified on the treatment plan. Provide individual and family therapy.

6. Administer scales or tests to detect areas of concern with depression, anxiety, self-harm or other areas as identified.

7. Making referrals to other treatment modalities as appropriate

8. Communicating with school personnel who are involved in the student(s) life to help them understand the diagnosis, family circumstance and suggested interventions as is appropriate.

9. Gathering outcome data to monitor the effectiveness of the program.

10. Coordinating with the Case Manager to identify ways for them to support the student and family.

11. Providing therapy services as determined by the student's treatment plan.

12. Maintaining the treatment plan and necessary treatment protocols required by Mental Health Provider.
Sec. 6   Case Manager

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

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

Sec. 7   Reports (Recordkeeping Policy)

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

11. Name of student(s) served in the previous month;
   i. Student first name
   ii. Student last name
   iii. Date of birth

12. The date(s) and time(s) services were provided;

13. Amount of time services were provided on each date that services were provided.

14. Summary of minutes served by Mental Health Provider by Category

15. Name of provider

16. Service description

17. Location were served
Sec. 8  Compensation (Recordkeeping Policy)
USD #000 will pay Mental Health Provider for the YYYY-YYYY school year the sum of $0 in number of payments equal payments. Each payment will be made no later than ten days following the date the reports referred to in Sec. 7 Reports (Recordkeeping Policy) are provided to USD #000 by Mental Health Provider.

Sec. 9  Sole Source of Funding (Recordkeeping Policy)
The funding to Mental Health Provider under the terms of this agreement is limited to the funds USD #000 receives from the Commissioner of Education pursuant to the MOU, and payment to Mental Health Provider will be made from no other USD #000 sources of funding. USD #000 will notify Mental Health Provider as soon as USD #000 becomes aware that it will not receive funds from the Commissioner of Education pursuant to the MOU to pay Mental Health Provider. Mental Health Provider will not be obligated to provide services under this agreement on and following the date it receives notice that funds are not available to pay Mental Health Provider for services.

Sec. 10  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. 11  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. 12 Assignment or Risk & Professional Obligations

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

### Sec. 13 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. 14 HIPAA Compliance

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

1. Comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated there under.
(2) Not use or further disclose any PHI concerning a patient other than as permitted by this agreement, the requirements of HIPAA and/or applicable federal regulations. Mental Health Provider shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this agreement.

(3) Promptly report to USD #000 any violations, use and/or disclosure of a student's PHI not provided for by this agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Sec. 15 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.

Sec. 16 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.

Sec. 17 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. 18 Insurance

Mental Health Provider agrees to maintain general liability, professional liability and worker's compensation insurance for all Mental Health Provider employees who perform services in connection with Mental Health Provider obligations hereunder and shall further designate USD #000 as a named insured under such policies. Mental Health Provider will provide documentation of such liability insurance to USD #000.
Sec. 19  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. 20  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. 21  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. 22  Assignment of Contract

This agreement may not be assigned by Mental Health Provider without the prior written
consent of USD #000.
Sec. 23    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.

<table>
<thead>
<tr>
<th>USD #</th>
<th>USD Name</th>
<th>Mental Health Provider Name</th>
</tr>
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<tbody>
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</table>

Chief Administrator (USD)

Title of Chief Administrator (USD)

Click or tap to enter a date.

Date

Attest: Board Clerk Name

Clerk of the Board
Contacts

Program Questions

John Calvert  (785) 296-7056  jcalvert@ksde.org
Angie Brungardt  abrungardt@ksde.org
Dale Brungardt  (785) 296-3872  dbrungardt@ksde.org

Funding

Christie Wyckoff  (785) 296-6321  cwyckoff@ksde.org
John Calvert  (785) 296-7056  jcalvert@ksde.org

Online Student Data System

Richard Matteson  (785) 291-3534  rmatteson@ksde.org
John Calvert  (785) 296-7056  jcalvert@ksde.org
For more information, contact:

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

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