

MEMORANDUM OF UNDERSTANDING – SAMPLE

BETWEEN

AND

This Memorandum of Understanding (“Agreement”) is entered into by and between

_____ (LEA name) and _____ (provider name).

This Memorandum of Understanding shall be in effect for the period of _____ through _____.

RECITALS

1. ORGANIZATIONAL BACKGROUND

Provide an overview of the mission of the Local Education Agency (LEA) and the provider here.

2. DEFINITIONS

2.1 “Consumers” means child individuals, adolescents, and families with children who have requested or expressed a need for mental health services and who require or have completed the mental health assessment process.

2.2 “Student Support Services” is defined as a coordination of support services, including Special Education, offered to enhance the lives of child and adolescent students and families with children who have mental health disabilities.

3. PURPOSE

The purpose of this Agreement is to perform screenings and assessments, psychosocial services as needed, and followup services to children and their families.

4. OBJECTIVES

4.1 Children are eligible for services if they are between the ages of 3-18, reside within _____ Independent School District’s (ISD’s) boundaries, and meet the diagnostic classification for the state’s priority population, as defined below:

4.1.1 Children {3-6 years} – DSM V - TR Axis I diagnosis other than or in addition to substance abuse, intellectual developmental disability (IDD), autism, or pervasive developmental disorder and is at risk of removal from preferred childcare environment.

4.1.2 Children and Adolescents {7-18 years} – DSM V - TR Axis I diagnosis other than or in addition to substance abuse, IDD, autism, or pervasive developmental disorder and have one of the following: a global assessment of functioning of 50 or below, or classified as Seriously Emotionally Disturbed (SED) by their school district, or at risk of removal from the preferred living situation due to psychiatric concerns. In addition, some students may be at risk of an alternative placement within the school district or at risk of expulsion.

4.2 _____ ISD and the _____ Agency will coordinate services for Consumers to ensure the following objectives are met:

- a. reduce duplication of services,
- b. maximize available resources, and
- c. jointly monitor the service delivery continuum.

5. TERM

This Agreement shall be effective from _____ to _____. The term shall be automatically renewed for additional and consecutive one (1) year terms, for a maximum of five (5) successive years, in accordance with the termination provisions below.

5.1 Either party may withdraw from the Agreement by giving ten (10) days' written notice in the event of reduced or total loss of funding for the services contemplated hereunder.

5.2 Either party may withdraw from the Agreement without cause by giving the other party thirty (30) days' written notice.

6. ROLES OF THE PARTY/PARTIES

_____ ISD and the _____ Agency agree to collaborate in the following manner:

6.1 Role of _____ ISD

_____ ISD agrees to provide the following services to eligible Consumers referred by the Agency at no cost to the Consumer, subject to the availability of resources. All services will be delivered pursuant to ISD's usual and customary policies, procedures, ethical and professional guidelines, rules, or regulations:

6.1.1 A liaison at each school designated by the principal to work with the Agency to assist with children and families accessing services. Ideally, this will be someone familiar with healthcare or mental health services when possible.

6.1.2 A liaison from the _____ Department to work with the Agency's administration and school administrators to communicate established standards and monitor and evaluate service delivery in the school setting.

6.1.3 Identification and referral of children and their families by appropriate personnel from Health and Medical Services, Psychological Services, Special Education, and others as applicable to the Agency who have been designated as at risk for disruption at school or have been removed from their preferred living situation due to psychiatric symptoms or have been determined by ISD to have chronic or severe emotional/behavioral problems and meet the Agency's priority population and financial criteria. Note: This is not the same as, but may be adjunct to, referral or assessment for eligibility for Special Education services, which remains the responsibility of a student's Admission, Review, and Dismissal (ARD) committee and/or ISD's Child Study Department.

6.1.4 Assistance and referrals to agency programs, including, but not limited to, school- based programs, outpatient clinical services, inpatient clinical services, or any other appropriate agency programs. Note:

Referrals for educational services or programming remain the responsibility of the student’s ARD committee and/or ISD’s Special Education Department.

6.1.5 Training of the Agency’s providers on “Child Find” procedures for children suspected of having a disability that requires Special Education services.

6.1.6 Space, at no cost, in an office, classroom, or other comparable space for private consultation, on-site assessments, and counseling session in order to ensure the confidentiality of the children and their families participating in the program.

6.1.7 Collaboration in setting up presentations for parents, faculty, and staff members at schools upon request for topics such as referral processes and procedures, access to services, clinical or medical issues impacting students and their families, etc.

6.1.8 Collaboration in identifying and assisting students referred to the program outside the school district, other Agency service units, and community agencies.

6.1.9 Permission for children to be excused from classes, as permitted by _____ ISD policies regarding approved absences to receive services from the Agency under this Agreement, and only after considering the student’s academic needs and with the approval of the parent/guardian, teacher, and administrator.

6.1.10 School personnel (teachers, school counselors, diagnosticians, psychologists, nurses, and others), parent(s), and/or legal guardian(s) to participate in staffing meetings for children when necessary.

6.2 Role of (Agency Provider)

The _____ agrees to provide the following services to eligible Consumers referred by _____ ISD, subject to the availability of resources. All services will be delivered pursuant to Agency’s usual and customary policies, procedures, ethical and professional guidelines, rules, or regulations:

6.2.1 Screening and assessment for identified children and their families requiring assistance with mental health services, provided that children and their families meet the Agency’s financial criteria for receiving services.

6.2.2 With documentation of informed consent from a parent or legal guardian, basic information on crisis-intervention services to the designated school liaisons upon request.

6.2.3 Psychiatric and medication-related consultation on a limited basis at designated school-based locations when deemed necessary during the assessment process or when a crisis occurs related to psychiatric concerns. The Agency will also provide, with documentation of informed consent from a parent or legal guardian, basic information about these services to designated school liaisons and Psychological Services or Health and Medical Services, or Special Education personnel, as appropriate to the student’s needs.

6.2.4 Refer when appropriate to _____ ISD staff for consideration of assessment for suspected disabilities that may interfere with learning to determine if student is eligible for Special Education services.

6.2.5 Collaboration with the _____ Department in setting up presentations for faculty and staff in schools upon request for topics such as the Agency's referral procedures and processes, access to services, clinical or medical issues impacting students and their families, etc.

6.2.6 Training of ISD staff in the Agency's referral procedures and the priority- population definition. Procedures must include compliance with all Federal and state laws and mandates for students suspected of having disabilities. ISD staff will be able to assist in identifying children needing mental health services or Special Education services and facilitate access to care.

6.2.7 Necessary office supplies and equipment for the Agency's staff use.

6.2.8 Responsible staff and administrative support at specified school-based locations to assist with the identification of children and the scheduling of appointments for children and their families requiring services.

6.2.9 Written documentation of scheduled appointments and termination of services for students participating in crisis counseling, clinical assessment, psychiatric evaluations, skills-training groups, and medication consultation.

6.2.10 Written documentation given to _____ ISD staff of the scheduled staffings/meetings for personnel requested to participate.

6.2.11 Referral of children and their families for other services at the Agency and/or to other school programs or community agencies as appropriate.

6.2.12 Services to students during the school day with careful consideration of their academic or Special Education program needs (if applicable) and only with the approval of the student's teacher, parent/guardian, and/or administrator.

6.2.13 Services to students at previously approved school-based locations only with the written consent of a parent or a legal guardian. Children do not have to be currently attending school to receive services.

6.2.14 Maintenance of all student consumer information, including information in the consumer records, as privileged and confidential. A parent or legal guardian may sign a Release of Consumer Information form to disclose information about a student consumer to authorized individuals and school personnel working with the student consumer.

6.2.15 Maintenance of records on the number of referrals received and the number of children actively being screened and/or receiving services.

6.2.16 Intake available within one (1) to two (2) weeks upon receipt of a referral, but assessment completion is subject to availability of children, parents, legal guardians, and/or caregivers.

6.3 EACH PARTY agrees to the following:

6.3.1 Contribute all necessary human resource(s), technical expertise, and/or material(s) at the same proportionality or intensity that it would for each referred Consumer, subject to the availability of resources.

6.3.2 Meetings as needed to discuss issues and concerns relative to both Parties, which would include joint planning for continuation of services during the summer and school holidays.

6.3.3 Maintenance of records on the referrals received and the number of children actively being screened.

7. LACK OF FINANCIAL RESPONSIBILITY

Nothing in this Agreement shall be deemed to be a commitment or obligation for future payment of money from any of the Parties. This Agreement does not prohibit a Party from obligating funds for or designating employees to assist with the delivery of services.

8. INSURANCE

The Agency represents and agrees that it will provide and maintain certain insurance as required by _____ ISD in amounts and through carrier(s) that are satisfactory to _____ ISD, including, but not limited to, general liability insurance in the minimum amount of \$1,000,000 per occurrence and professional errors and omissions liability insurance of at least \$1,000,000. The Agency shall name _____ ISD as an additional insured for the general liability policy and a waiver of subrogation for the general liability shall be issued to _____ ISD. The Agency shall provide certificates of insurance to _____ ISD indicating proof of any such required insurance and will provide written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

9. NOTICE INFORMATION

All notices, requests, consents, and other communications must be in writing, and must be addressed to the receiving Party's address set forth below or to such other address as the party may hereinafter designate.

Agency Contact Information:

ISD Main Contact:

10. GENERAL PROVISIONS

10.1 Amendments

The Agreement may not be modified, altered, or amended except by written agreement and signed by both parties.

10.2 Nondiscrimination

Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political preference, will be executed from services, be denied benefits of, or be subject to discrimination in connection with the crisis services provided hereunder.

10.3 No Implied Authority

Any authority delegated by one Party to another Party is limited to the terms of this Agreement. No Party shall rely upon implied authority or any authority not specifically delegated under this Memorandum of Understanding to create, amend, or disregard any Party's programs or policies.

10.4 Criminal History Background Check

The Agency provides assurance that all employees of the Agency who have contact with students have passed a criminal background check current within the last year. _____ ISD reserves the right to conduct an additional check for specific volunteer activities.

10.5 Ownership of Records

All records created by _____ Agency during the performance of this Agreement including clinical records of Consumers evaluated at ISD's facilities, shall remain the property of _____ Agency. All records created by ISD during the performance of this Agreement shall remain the property of ISD.

10.6 Confidentiality of Records

The _____ Agency and _____ ISD agree to keep all consumer information confidential in accordance with all applicable state and Federal laws, statutes, regulations, and the Texas Department of Health and Human Services (HHS) rules protecting the confidentiality of such information, including 42 CFR Part 2.

10.7 Use and Disclosure of Protected Health Information (PHI)

Both Parties agree to:

a. General.

- (1) Hold all protected health information ("PHI") confidential except to the extent that disclosure is required by Federal or state law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the Agency.

- (2) Be bound by all applicable Federal and state of Texas licensing authorities' laws, rules, and regulation regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as "Privacy Requirements."

b. Representations.

- (1) Each Party represents that its employees have received training regarding the Privacy Requirements. An affidavit documenting the training must be provided to either Party upon request.

10.8 Indemnification

The _____ Agency shall indemnify and hold _____ ISD and its employees harmless from all losses, actions, injuries, claims or liability, and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of attorney's fees in the defense of any claim made under the Fair Labor Standards Act or any other Federal or state law.

10.9 Entire Agreement

This Agreement and any exhibits or addendums attached hereto constitute the sole and only agreement of the parties hereto and supersedes any prior understandings, written, or oral agreement between the parties respecting the subject matter herein.

[SIGNATURE PAGE TO FOLLOW]

11. AUTHORIZATION

_____ ISD warrants and assures _____ Agency that it possess adequate legal authority to enter into this Memorandum of Understanding (Agreement). _____ ISD’s governing body, where applicable, has authorized signatory official(s) to enter this Agreement and bind _____ ISD to the terms of this Agreement and any subsequent amendments hereto.

_____ INDEPENDENT SCHOOL DISTRICT

Director of Purchasing Services Date

_____ AGENCY

Date

REVIEWED

Director of Contracts Date

Date

APPROVED AS TO FORM:

General Counsel Date