****

**Memorandum of Understanding**

**Between**

***county boe or local LEA***

**and**

***(community-based mental health agency).***

**I. PURPOSE**

To implement an initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right supports, is often associated with increased risk of poor outcomes in emotional, behavioral and physical health over the life span.

Children exposed to violence and trauma are also at a higher risk of poor school related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence. These efforts directly address the goal of mitigating these negative impacts of exposure to trauma when it does occur, *by providing on-site or telehealth, trauma-focused interventions by qualified mental health providers, to children identified by local law enforcement, DHHR and school personnel, or parent/guardian.*

**II. (county board of education or local LEA) AGREES TO:**

1. Make referrals to (mental health agency) for on-site or telehealth Trauma Focused intervention to children and their families who have been exposed to violence or trauma following the referral protocol as outlined below.
2. Make a referral to (mental health agency) for children and their families who would benefit from on-site or telehealth mental health interventions following the referral protocol as outlined below.
3. Provide (mental health agency) access to school buildings during regular school hours to provide school-based mental health services and trainings.
4. Provide (mental health agency) access to relevant student records as needed and as authorized by the child's parent or guardian.
5. Coordinate with (mental health agency) to schedule therapy sessions at the least disruptive time for the student in accordance with agency schedule.
6. Provide a private therapy space with access to required technology.
7. Maintain the confidentiality of students’ mental health services.
8. Provide non-identifying, aggregate data, reports and documentation as mutually agreed upon.
9. Work with (mental health agency) in other capacities, which meet the needs of the school staff, students and families.

**III. (mental health agency). AGREES TO:**

1. Provide provider demographic information and State or Federal background fitness determination for (mental health agency) staff working in (county board of education or local LEA).
2. Provide on-site or telehealth Trauma Focused interventions to children and their families who have been exposed to violence or trauma.
3. Provide on-site or telehealth mental health intervention to students and their families as identified by school personnel or self-referral.
4. Coordinate with school personnel to schedule therapy sessions at the least disruptive time for the student, whenever possible.
5. Participate in a meaningful way in any MDT, SAT, or other meeting, deemed necessary by school personnel, and as authorized by the child's parent or guardian.
6. Provide psychological test results, treatment recommendations, accommodation recommendations and status updates to key school personnel as authorized by the child's parent or guardian.
7. Provide psychoeducation and trainings regarding trauma and its effects and other disorders of childhood to school personnel, parents and guardians, as mutually agreed.
8. Maintain the confidentiality of student's academic records and mental health services.
9. Provide non-identifying, aggregate data, reports and documentation upon request.
10. Work with (county board of education or local LEA) and other local mental health and other agencies in other capacities, which meet the needs of school staff, students and families.
11. Deliver Any/all tele-health services via a HIPPA and FERPA compliant platform.

**IV. REFERRAL PROCESS:**

**(county board of education or local LEA)**

Upon identifying a child's exposure to violence or trauma, school personnel will...

1. Provide an ongoing assessment of the child's need and provide necessary care during the school day.
2. Identify the need for professional Trauma Focused or other intervention(s).
3. Gain appropriate permissions for in-person or telehealth services from the parent or guardian.

D) Notify (mental health agency) of referral via a mutually agreed upon method, when parental permission is obtained.

E). Keep (mental health agency) personnel informed regarding student status.

F.) Maintain security of confidential binder to document students seen onsite for use by (mental health agency) STAFF ONLY!

**(mental health agency).:**

Upon Receipt of school-based referral, (mental health agency). will...

1. Contact the Parent or Guardian within 48 hours of receipt of referral to obtain necessary information and to schedule an initial intake assessment.
2. Provide a fax back status form to school personnel indicating initial contact and response or requesting additional contact information or assistance if unable to reach.
3. Coordinate with school personnel to identify the least disruptive time in the child's schedule for ongoing trauma focused and other intervention, whenever possible.
4. Provide ongoing on-site trauma-focused and other interventions to identified child based on the established treatment plan as determined by medical necessity.
5. Keep School personnel informed of status of service provision upon request.
6. Maintain a confidential binder to document therapist/student’s on-site contact for use by (mental health agency) STAFF ONLY!

**V. PAYMENT OF THERAPY RELATED FEES**

**(community mental health agency). will:**

* 1. Bill all eligible services to student’s insurer or other 3rd party payor and bill parent/guardian monthly for any copayments, deductibles or outstanding charges.
  2. Provide services free of charge to eligible students as determined by eligibility criteria
  3. Assist families without insurance for the children to apply for Medicaid or CHIPS or other insurance provider.
  4. At no time will (county board of education or local LEA)be held responsible for the costs of services to referred students except by an explicit written and signed contract for services.

**V1. TERMINATION AND LIABILITY:**

1. (county board of education or local LEA) has the right to cancel this MOU with 30 days written notice to (mental health agency).
2. (mental health agency). has the right to cancel this MOU with 30 days written notice to the (county board of education or local LEA). Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, sub-contractors, officers or directors to the extent allowed by law. Each party shall indemnify, defend and hold its trustees, directors, officers, affiliates, employees, sub-contractors and agents harmless from and against any and all claims, causes of action, penalties, fines and forfeitures (including without limitation, reasonable attorney's fees) imposed upon or asserted against the other party or any of its trustees, directors, officers, employees, sub-contractors or agents as a result of any action or inaction by each party in performing its obligation.
3. This MOU is valid from (start date) to (end date).

**AGREED:**

**(**county board of education or local LEA) (community MH agency)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: Its: Chief Executive Officer

Address: Address:

City State. Zip City State. Zip

Phone: Phone:

Fax: Fax:

(Name of School): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

City State Zip

Phone:

Fax