



## Community Mental Health Providers in Schools: Guidelines for Schools

### Introduction

Mental health issues are a concern in schools across the nation. With 1 in 5 students dealing with a mental health issue (School Mental Health Framework, DPI, 2015), the Wisconsin Department of Public Instruction (DPI) strives to provide guidance for schools collaborating with community behavioral health partners proposing to offer direct mental health services to youth within the hours of the school day and on school grounds. The purpose of this document is to provide districts with guidance for Model 2 School Based Community Mental Health clinics. This document will be under continuous revision and additional elements will be added as they are developed.

The DPI School Mental Health Framework describes Model 2 as: Public or private behavioral health clinics or providers can, through a mutual agreement with a district, locate a clinic within a school and provide direct mental health services to students utilizing a clinic-employed, mental health provider billing families through Medicaid, private insurance or self-pay. The remaining continuum of mental health services for students, particularly at universal and selected levels are supported or provided by school-employed mental health providers as part of the district service delivery model. In this model, schools find ways to promote equal access to school-based community mental health services and strategies to allow for collaboration and coordination of services by the community provider, school personnel and families.

According to the Substance Abuse and Mental Health Services Administration (SAMHSA), a memorandum of understanding (MOU) is a formal agreement between two or more parties. Schools and youth-serving community behavioral health providers can use MOUs to form alliances. MOUs carry a degree of seriousness and mutual respect, stronger than a gentlemen's agreement but not as strong as a contract. In US law, a memorandum of understanding is synonymous with a letter of intent (LOI), which is a non-binding written agreement that implies a binding contract is to follow.

An MOU may state a purpose, include some required elements, and optional elements. It is expected that no money changes hand with an MOU. **When there are fees and payments included in the partnership, a contract is required.**

In this document you will find:

- Benefits for students and families
- Benefits for educators and providers
- Guidelines for developing Memoranda of Understandings (MOUs)
- Recommended elements of an MOU
- Guidance on effective referrals to providers
- Frequently Asked Questions (FAQ)

### **Benefits for students and families:**

The benefits of Community Mental Health Providers in schools are many and may include:

- Increased youth access to care
- Increased student time in the classroom, in terms of travel time to and from appointments, as well as being emotionally regulated to be available to the academic setting
- Deepened ties between community mental health providers and school administrators and pupil services staff
- Increased family engagement and access to care in the school community which may reduce time away from work for parents
- Increased likelihood of better grades, improved attendance, and fewer classroom disruptions
- Provides protections that come from having licensed community professionals overseen by state regulators, who deliver mental health services in a safe and supportive environment of the school

### **Benefits for educators and providers:**

The [Wisconsin School Mental Health Framework](#) outlines three models of collaboration. The benefits of these collaborative models are many and may include:

- Development of a comprehensive health and wellness plan including adopting policies that support positive mental health and safe climates
- The use of evidence based programs and interventions
- Consultation with public and private agencies on behavioral health issues
- Staff training to better understand behavioral health issues and implications on learning
- Collaboration with providers that serve youth in the community through high quality referrals and teaming with families and students on shared goals and strategies
- A receptive climate and understanding of children's mental health issues in schools, in particular addressing issues related to stigma
- Data privacy and confidentiality issues when delivering mental health in schools
- Parental consent and family involvement in the delivery of mental health services
- Recognition of the important role of school mental health providers (school counselors, nurses, psychologists and social workers) as well as community providers (therapists, psychologists and counselors) in continuing to support the mental health needs of children

Done well, partnerships between schools and community providers offer these outcomes regardless of model:

- Strong partnerships across agencies
- Streamlined referral systems
- Caregivers may have choices of providers and will consent to treatment and setting (school or clinic location)
- Equivalent level of service matched to the level of need for the child

- Coordination and integration of mental health services from early identification of needs, through assessment and diagnosis, to providing services or treatment, and after-care or supports if/when treatment is completed
- Drawing on the expertise of existing systems and personnel, as well as co-creating new systems if gaps are exposed in the delivery of service
- Ensuring culturally responsive collaboration and service delivery

### **Guidelines for developing effective MOUs with collaborative partners**

Schools are always encouraged to work with available community partners (youth serving agencies, social service agencies, behavioral health providers, hospitals, county boards, law enforcement, businesses, etc.) to address mental health issues in the community and at school. Private and public behavioral health treatment agencies are often involved in these efforts. Memoranda of Understandings (MOUs) assist both districts and providers in outlining clear, accurate, and respectful relationships between partners. DPI has made available several sample MOUs for review and consideration. **Please note that DPI does not endorse any specific MOU.** Districts should seek their own legal consultation in formulating and finalizing an MOU to meet their own unique needs. Sample MOUs for your consideration may be found in Appendix A of this document.

The following questions, adapted from SAMHSA, can guide schools in developing documents designed to deepen collaboration:

- What are the goals of the collaboration between your school and the agency and expected outcomes?
- What training, if any, will you provide your partners (e.g., trauma sensitive schools, facility emergency procedures, school procedures, Social Emotional Learning)?
- How will providers communicate to schools and vice versa, to assure youth have streamlined services and treatment planning? How will urgent mental health needs be addressed when provider is off-site?
- Who will be the contact person at the school to arrange for the youth to be available for treatment? Transition back to class? Communicate absences and school functions to providers?
- Where will services be delivered to assure a warm and **confidential** environment for treatment?
- What data will be collected by school personnel and providers to measure progress towards desired outcomes of the collaboration?
- Which youth will be identified and how will they be identified for referrals to services? How will the referral happen that will assure a good and appropriate transition to providers, clear communication to parents of choices and inclusion in services?
- Who will follow up to assure services were accessed, identify barriers if not and know when services are discharged?
- How will the availability of school based services be communicated to staff and to parents and youth?
- How will authorizations for release of information be handled?

- How and when will the collaboration be reviewed to determine if it is meeting the identified goals and needs for partners?
- Who will help the community mental health provider learn about and understand their responsibilities during emergencies and drills?
- What are the agreements regarding rental of space, equipment, costs of supplies, or the costs related to sharing support staff that might serve both entities?
- What will continuity of care over the summer months look like?

Most schools identify a school-employed coordinator who may complete some of the following types of activities:

- Alerts providers to a student's absence the day of their appointment
- Removes the child from their classroom for their appointments or creates a system to allow for the child to be available
- Communicates with the teacher, who may not be available to connect with the provider when he or she is in the building, and the provider
- Communicates with the parents as needed
- Addresses any other issues that might arise with a school-based clinic
- Assists providers with scheduling of appointments

### **Recommended elements of an MOU**

*(Please note: the following items are for guidance purposes only and does not replace efforts schools should make in consulting an attorney for their own legal advice)*

- Name of school district and clinic
- Defined dates of agreement, with severability and termination defined
- Locations within the school district named (what school buildings)
- Location within the school and any fee/rental language, including none, if no fee exists
- Use of space agreements that includes access (days of week), hours of operation, and privacy for services carried out, as well as equipment, supplies provided.
- Term and Termination Agreement: dates of the agreement, beginning and end of school year, whether the physical space will be used in summer, not automatically renewed language, termination language to include due notice (2 weeks) by either party and in writing.
- Official notice of completion of, or changes to, the MOU document should be sent using procedures to ensure receipt of delivery.
- Records management, HIPAA and FERPA compliance language: where will records be kept? (Example: a locked cabinet within a locked private room where sessions will be held for records carried to the facility for that day. Longer storage would be to keep at the main office location for that clinic.)
- Policies and procedures to address: background checks, entering the building, any safety policies of the school that clinic personnel need to follow (blood borne pathogens, codes within a building, on-line education which clinic personnel are required to watch and

sign-off on before entering the school or by a certain date), operating hours, adherence to any school rules, supervision of students, communications between school/district staff and the counseling center, any disturbance policy or procedure, reporting policies regarding damage or destruction of property, harm to clinic staff, restraint policy.

- Current copies of insurance and licenses of community providers are provided to the school/district staff.
- Employment status: expectations for a provider dually employed by the district and a behavioral health clinic should be clearly outlined.
- Indemnity
- Assumption of risk (liability, workman's compensation)
- Compliance with Wisconsin state statutes and regulations
- Marketing language describing whether a clinic can market their school based location in radio, flyer, phone book, or website/on-line avenues.
- Communication agreements on how parents and youth find out about the services
- Scope of the service and best practice
- Referral forms and criteria
- Family involvement in treatment and services
- Student voice agreements, language regarding voluntary nature of services

**NOTE: Schools may utilize more than one provider. A separate MOU is necessary with each provider.**

#### **Guidance on effective referrals to providers**

A referral is appropriate if school staff think there is a behavioral health concern that could be further assessed and treated by a collaborative partner. A sample referral form will be added to this document in Appendix B.

Schools may wish to develop referral procedures to ensure smooth transitions that may include the following:

- A list of area resources and providers, as well as national hotlines and resources
- A form that collects the necessary information for the referral partner to get basic information to make the referral as smooth of a transition as possible for the youth and the family
- Procedures to ensure necessary releases of information are in place and parents are advised of the benefits of providing consent for appropriate information sharing across agencies
- A designated person to make the referral and follow-up with any questions or concerns the youth and family may have
- A "warm handoff" to the referral partner, that includes the youth and family
- A follow-up call or meeting to make sure the referral went smoothly, was followed up on by the youth and the family, and to answer any questions or concerns that may have surfaced after the referral was made

### **Additional Referral Form Guidance**

Further guidance from SAMHSA on referrals and referral pathways in the form of a mental health toolkit can be located and reviewed here:

<http://www.k12.wa.us/SecondaryEducation/pubdocs/SchoolMentalHealthToolKit-ReferralPathways.pdf>

### **Referral forms might include the following components:**

- Student's name
- Date of Birth
- Address and contact phone number
- Parent/Guardian information-Includes birth, step and foster-parents
- Grade
- Team names/school faculty involved and title or role
- Any other known support people (i.e., aunt, older sibling, friend)
- Funding source: Medicaid, Insurance
- Why the child is being referred, needs
- How long this has been an issue
- Students perception of the issue
- What has been tried to engage the family
- Medications and who prescribes if known
- Mental Health Diagnosis (Make a note of autism primary here: If autism is the primary diagnosis, may not be eligible for Behavioral health services)
- Other impairments (physical, cognitive, functional)
- Other known providers (juvenile justice, social services)
- Academic notes (grades, issues in certain classes, etc.)
- Attendance

### **FAQ for School Based Mental Health Services**

This section will be updated as additional questions and answers become available.

#### **What if the student destroys or damages school property during a session with a community therapist in the school?**

It is recommended that the MOU address how destruction of property is handled. Local district policy should dictate steps associated with destruction of district or school owned property. Community therapists might consider securing sufficient insurance policies to cover potential loss of personal property or clinic property.

**What if a therapist is physically harmed during the course of providing therapy in a school located clinic?**

Any community provider working in a school should report any injury to school administration per local district policies, as well as to their own employer as applicable. A district could explore with a clinic what coverage they also carry as to on the job accidents/injury.

**What if a child abuse or neglect report needs to be made based on a disclosure?**

Providers and schools together should periodically refresh their training and understanding of mandated reporting laws. As both entities are mandated reporters, statutes should be followed in guiding policies and procedures. If an authorization for release of information is in place, the reporting therapist may provide this information to appropriate school personnel.

**What if a student refuses to meet with the counselor?**

In most cases, student voice and choice supersede the wishes of adult referrers and providers, and participation in services is considered to be voluntary. Best practice also supports voluntary counseling over coerced treatment models. School personnel should consult with parents/care givers to explore a student's ambivalence and underlying needs to support the work of an outside provider.

## Sources

Department of Health Services, Division of Quality Assurance. (2009). *Certified Outpatient Clinic Request for a Branch Office*. Retrieved from <https://www.dhs.wisconsin.gov/forms/f0/f00191.pdf>

SAMHSA. (2015). *School Mental Health Referral Pathways (SMHRP) Toolkit*. Retrieved from, <http://www.k12.wa.us/SecondaryEducation/pubdocs/SchoolMentalHealthToolKit-ReferralPathways.pdf>

Task Force on Collaborative Services. (2006, February). *Task Force on Collaborative Services Report: A Report to the Minnesota Legislature*. Retrieved from [http://www.dhs.state.mn.us/main/groups/children/documents/pub/dhs16\\_141256.pdf](http://www.dhs.state.mn.us/main/groups/children/documents/pub/dhs16_141256.pdf)

Wisconsin Department of Public Instruction. (2015). *The Wisconsin School Mental Health Framework*. Retrieved from <http://dpi.wi.gov/sites/default/files/imce/sspw/pdf/mhframework.pdf>

## **Appendix A: Sample MOUs**

*Please note that DPI does not endorse any specific MOU.*

*Districts should seek their own legal consultation in formulating and finalizing an MOU to meet their specific needs.*

**SAMPLE PROVIDER AGREEMENT #1**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_ School District ("the District") and \_\_\_\_\_ ("Provider").

**PREAMBLE**

**WHEREAS**, Provider is engaged in the business of providing individual, family, and/or group mental health counseling, and/or AODA services ("the Services") for student populations; and

**WHEREAS**, Provider wishes to have access to the District's facilities in order to provide mental health and/or AODA counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

**WHEREAS**, the District recognizes that offering mental health and/or AODA counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. INDEMNIFICATION AND INSURANCE**

(a) Indemnity. Provider hereby holds harmless, defends and indemnifies the District (and all affiliates, officers, directors, employees and representatives) from and against each and every demand, claim, loss, liability, or damage of any kind, including actual attorney's fees and expenses, whether in tort or contract, whether personal injury or property damage, that the District may incur by reason of, or arising out of, (i) any claim made by any third party with respect to the Services or any work product provided as part of the Services, or (ii) any misrepresentation made in, or breach of the terms or warranties of, this Agreement, including without limitation any claim or action of any type or nature by or related to Provider's infringement or misappropriation of any copyright, trade secret, patent or other intellectual property right with respect to the distribution, use or creation of such work product.

(b) Insurance. Provider shall, during the term of this Agreement, maintain, at

his/her own expense, all necessary insurance, including but not limited to malpractice insurance and general liability insurance. Upon request, Provider shall provide the District with a certificate of insurance evidencing such coverage. The District shall provide general liability insurance for the physical environment of the Provider's branch office and shall make reasonable efforts to ensure that the physical environment is free of hazards.

## **2. MAINTENANCE OF LICENSURE**

Provider shall maintain all appropriate licenses required by the State of Wisconsin. If at any point Provider has allowed his/her licenses to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render him/her unfit or unable to perform the Services, this Agreement shall immediately terminate.

## **3. ASSUMPTION OF RISK**

Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.

## **4. EQUIPMENT, SUPPLIES & RECORDS**

- (a) Equipment. Provider shall provide, at no cost to the District, all equipment and/or supplies necessary for Provider to perform the Services.
- (b) Records. Provider shall maintain appropriate records for all patients and maintain such records according to the requirements of the Health Insurance Portability and Accountability Act and other applicable state and federal laws (45 CFR 164 Subparts C and E, Wis. Stat. §§ 51.30 and §§ 146.81-84, Wis. Admin. Code DHS 92, and 42 CFR Part 2). Records maintained by Provider are not pupil records (Wis. Stat. §118.125) or public records (Wis. Stat. §§ 19.31-19.39). Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations.
- (c) Notice. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information

to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.

- (d) Fees. The District shall provide Provider with access to an adequate facility(ies) within the District, to provide the Services to the students in the District. However, Provider's access to such facility is not use of District facilities, in accordance with Administrative Regulation \_\_\_. As such, Provider shall not be required to pay fees to the District related to the use of the District's facilities. To the extent Provider charges a student (or parent/guardian) for the Services provided, the District shall not be involved in any recordkeeping or collection related thereto. The Provider is not responsible for operational costs (such as utilities) related to their use of the District facility(ies). The Provider will not be charged rent for use of the District facility(ies).
- (e) Hours of Access. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District. Upon request, Provider shall provide the District with his/her schedule within those approved times. Nothing herein shall be interpreted as the District regulating or monitoring Provider's hours of work. Provider maintains control over his/her hours of work. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.

## 5. RELATIONSHIP

- (a) Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- (b) Rights of Provider. Provider shall have the right to perform work for others as long as Provider fulfills Provider's obligations hereunder.
- (c) Taxes of Provider: Indemnity. Provider shall pay and report all applicable taxes, fees, and assessments, including without limitation federal, state and local income tax withholding, social security, Medicare and similar taxes, and unemployment insurance, if applicable. Provider shall file all required forms and make all required payments, as applicable. Provider acknowledges that because Provider is not an employee of the District, the District will not

provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like. Provider shall maintain his/her own liability insurance. Provider hereby indemnifies the District, and each of its officers, directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties or judgments (including without limitation actual attorney's fees and expenses) as a result of a failure by Provider: (i) to pay all the taxes due in connection with the compensation paid to Provider under this Agreement; (ii) to respond to any administrative inquiry concerning Provider's payment of such taxes; or (iii) to defend against any administrative or judicial proceeding with respect to Provider's payment of such taxes.

- (d) Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
- (e) Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of, and agree in writing to adhere to all District policies and procedures. Provider shall not, however, be obligated to disclose confidential information to the District, its officers or agents, except as required by law.
- (f) Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

## **6. COMPLIANCE WITH STATUTES AND REGULATIONS**

Both parties warrant and certify that in the performance of this Agreement, they will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment; and that the Services delivered hereunder shall be produced in compliance with the Fair Labor Standards Act and any other applicable labor law. Provider is solely responsible for payments related to any medical, disability, retirement or other welfare or pension benefits to which he/she is entitled. Provider shall maintain any necessary liability insurance. Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act, and Wisconsin Pupil Records law. During the performance of this Agreement, both parties will comply with any applicable federal, state or municipal law or regulation

governing non-discrimination and affirmative action in employment as may be applicable. Provider shall treat all persons he/she encounters on a work assignment with respect and dignity and will not engage in any type of harassment or discrimination prohibited by state, federal or local law. Provider hereby indemnifies the District for any expenses and/or damages arising from a lawsuit that may be brought against the District based on Provider's discriminatory or harassing behavior. Any records released from the provider to the District remain protected under §51.30, Stats. and Wis. Admin. Code DHS 92, as well as 42 CFR Part 2 if the released information is related to substance abuse treatment. Such information may not be re-disclosed without consent per 42 CFR 2.32. The District will also provide reasonable access to the clinic's branch offices within the District to representatives of the State of Wisconsin, for the purposes of program monitoring and evaluation and, if requested by the consumer or parent/guardian, to representatives of Disability Rights Wisconsin, the State's official protection and advocacy agency for individuals with a mental illness.

**7. WAIVERS**

No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

**8. AMENDMENTS**

This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.

**9. GOVERNING LAW; INJUNCTIVE RELIEF**

This Agreement is governed by laws of the State of Wisconsin, without regard to its conflict of laws provision. It is

**10. SEVERABILITY**

It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall

remain valid, unchanged and in full force and effect.

**11. TERMINATION**

Either party may terminate this Agreement with 60 days' notice, with or without cause, with or without a hearing, by providing written notice to the other party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Agreed and Accepted by:

**Provider**

\_\_\_\_\_ **School District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Please note that DPI does not endorse any specific MOU.*

*Districts should seek their own legal consultation in formulating and finalizing an MOU to meet their specific needs.*

## **SAMPLE PROVIDER AGREEMENT #2 - Chippewa Falls**

### **A. Background**

The Chippewa Falls Area Unified School District, in partnership with the community, is committed to excellence, empowering and challenging all students to learn while preparing them for an ever-changing global society. The School Based Mental Health (SBMH) program offered through the Chippewa Falls Area Unified School District is designed to engage students and family members in mental health services offered by qualified, licensed clinical staff. The program specifically serves students who might not seek these services in clinic settings, or would not have means of transportation to a clinic setting. It is expected that timely access to services and interface with school pupil services professionals will improve student success.

### **B. Memorandum of Understanding Purpose**

The purpose of this Memorandum of Understanding is to describe the responsibilities of each party in the development, implementation, and operation of the SBMH program.

### **C. Program Purpose**

The purpose of the SBMH program is to:

- Improve accessibility; provide opportunity to timely access to services and treatment.
- Reduce and prevent suicide and/or violence against others among school-age children by early identification and intervention.
- Engage students and family members in mental health services offered by licensed clinical staff.
- Promote coordinated treatment and services by interfacing with school pupil service professionals to improve student success when there is a written consent to permit exchange of client information.
- Maintain workforce productivity and improve school performance by reducing travel time, parents miss less work to take their child to an appointment, and by minimizing absences.

### **D. Parties**

This Memorandum of Understanding includes:

- *Chippewa Falls Area Unified School District* referred to hereafter as the School District. The School District provides pre-kindergarten through grade 12 educational programming that offers opportunities for students to maximize individual potential. The core values of the School District are:
  - Students come first in the Chippewa Falls Area Unified School District
  - Our schools provide a positive environment where mutual respect and individual responsibility are learned and practiced.
  - Our schools provide a safe and secure environment.
  - Every member of our community has value in the education of our students.
  - All students, regardless of their diverse learning abilities, can learn and achieve to their maximum potential.
  - Our schools provide a high-quality and comprehensive education for all students.
  
- \_\_\_\_\_, referred to hereafter as the mental health provider. The mental health provider is certified by the State of Wisconsin as a qualified mental health and AODA agency and capable of billing third party payers for services.

**E. Responsibilities**

The mental health provider will:

- Implement SBMH for Students in designated schools based on the program description agreed upon by the School District within a specified timeframe.
- Seek and receive approval from the State of Wisconsin as a school branch office in order to provide outpatient mental health services in specified schools as needed. A school branch office is defined as an office used for more than one consumer for more than four consecutive weeks.
- Comply with all requirements of a school branch office that includes:
  1. Ensure that licensed clinical staff providing services in schools has the necessary training and education for provision of services to the age of students served. The practice of psychotherapy or substance abuse treatment shall be within the scope of practice of the clinician. Copies of

current Wisconsin clinical licenses shall be available upon request.

2. Maintain a distinction between school personnel and the therapists employed by the mental health provider. Clinical licensure through the Department of Safety and Professional Services (DSPS) and pupil services licensure through the Department of Public Instruction (DPI) convey different knowledge, skill sets and competencies. Mental health and substance abuse treatment services provided in school branch offices will be consistent with applicable state licensure statutes and administrative rules. Educational services to public school students delineated under federal and state statute and administrative rules shall be provided by DPI-licensed educators.
3. Develop policies and procedures in collaboration with school officials specific to the delivery of services in a school setting. These policies and procedures should address, but are not limited to:
  - a. Entrance and egress policies;
  - b. Operating hours;
  - c. Adherence to school rules, including participation in emergency drills and procedures;
  - d. Supervision of students;
  - e. Appropriate clinician responses in case of violent outbursts by students, including communication with school staff and law enforcement; and
  - f. Management of disagreements between branch clinic and school staff.
4. Ensure that Communication of any confidential information between the school branch office and the school is done only with consent or as otherwise authorized in statute. Clinical records created in the school branch office are the property of the certified clinic. Pupil records of students receiving services in the school branch office are in the custody of the school. Access to records or information is via properly created and executed releases of information or as otherwise authorized in the law, consistent with s. Chapter 51 and 118, stats.; 42CFR2; and 34 CFR99 (Family Education Rights and Privacy Act).
5. Communications to families and students about the school branch office will clearly specify the school branch office is co-located in the school for the benefit and convenience of students and families seeking clinic services and is not an agent of the school.
6. Provide evidence of adequate liability insurance to the school.
7. Ensure that the space within the school for use by the school branch office,

including storage of records, will be identified and will ensure the privacy and confidentiality of students and family members receiving services from the school branch office. Access to electronic and hard-copy clinical files will be limited to school branch office staff.

8. Client Rights information at each school branch office shall be available upon request.
  9. Accept a referral for assessment for mental health services that originated from the parent/guardian or the school after informed consent is obtained from the parent/guardian. The referral shall identify the rationale for the assessment and contact information for the family. Arrangements for the student to be released from class for the assessment will be made after the parent/guardian has authorized the assessment and release. The therapist will be in charge of intake paperwork.
  10. Coordinate care with school personnel whenever possible. Information from school branch office assessments, treatment plans, school evaluations and educational plans may be shared to inform and support each other with the informed consent of the parent/guardian.
  11. Collaborate with the school to create an annual report including client outcomes and parental feedback that will be submitted to DHS for review. This report will not include identifying information about specific students or families unless informed consent is obtained or as otherwise authorized by statute. These reports shall, in part, be a determining factor in renewal of school branch offices.
  12. Make available to the State of Wisconsin, Department of Health Services (DHS) any school branch office staffing records, policies and procedures and clinical records for review or investigations. Reviews may include unannounced site visits at school branch offices for the purpose of evaluating compliance or investigating complaints. Site visits will comply with local school building rules regarding visitors, student access, emergency drills and procedures, and entrance and egress policies and procedures.
- Provide qualified therapists in the designated schools and maintain agreed upon staffing levels throughout the terms of the agreement.
  - Assign dedicated staff to the program in order to provide consistency in therapy and build relationships with students, parents, teachers and other school personnel.
  - Meet with designated school district staff to discuss:

- ✓ Roles and responsibilities of the therapists and school personnel,
  - ✓ Referral process,
  - ✓ Space for conducting confidential therapy appointments,
  - ✓ Documentation requirements,
  - ✓ Communication between therapists and school personnel,
  - ✓ Confidentiality issues.
- Therapist will update school contact person within one week of referral to let school know of yes/no/no contact.
  - Therapist will give contact person for each school the SBMH Therapy Session Feedback sheet weekly or monthly for each student therapist is working with, and pick up weekly SBMH Teacher Feedback Sheet for communication
  - Fax the Release of Information Authorization to the contact person at the appropriate school
  - Offer mental health therapy to students in the designated schools and provide the following core services:
    - ✓ Assessment,
    - ✓ Treatment,
    - ✓ Communication with school personnel regarding those students being served by the program in instances where a proper release of information is in place
    - ✓ Staff development presentations as requested by the School District.
  - Make necessary referrals to psychiatrists, primary care physicians or other provider organizations as needed.
  - Provide interpreter services as needed.

The School District will:

- Cooperate with the mental health provider in complying with school branch office requirements:
  1. Maintain a distinction between school personnel and the therapists employed by the mental health provider. Clinical licensure through the Department of Safety and Professional Services (DSPS) and pupil services licensure through the Department of Public Instruction (DPI) convey different knowledge, skill sets and competencies. Mental health and substance abuse treatment services provided in school branch offices will be consistent with applicable state licensure statutes and administrative rules. Educational services to public school students delineated under federal and state statute and administrative rules shall

be provided by DPI-licensed educators.

2. Assist the mental health provider in the development of policies and procedures specific to the delivery of services in a school setting. These policies and procedures should address, but are not limited to:
  - a. Entrance and egress policies;
  - b. Operating hours;
  - c. Adherence to school rules, including participation in emergency drills and procedures;
  - d. Supervision of students;
  - e. Appropriate clinician responses in case of violent outbursts by students, including communication with school staff and law enforcement; and
  - f. Management of disagreements between branch clinic and school staff.
3. Ensure that Communication of any confidential information between the school branch office and the school is done only with consent or as otherwise authorized in statute. Clinical records created in the school branch office are the property of the certified clinic. Pupil records of students receiving services in the school branch office are in the custody of the school. Access to records or information is via properly created and executed releases of information or as otherwise authorized in the law, consistent with s. Chapter 51 and 118, stats.; 42CFR2; and 34 CFR99 (Family Education Rights and Privacy Act).
4. Communications to families and students about the school branch office will clearly specify the school branch office is co-located in the school for the benefit and convenience of students and families seeking clinic services and is not an agent of the school.
5. Ensure that the space within the school for use by the school branch office, including storage of records, will be identified and will ensure the privacy and confidentiality of students and family members receiving services from the school branch office. Access to electronic and hard-copy clinical files will be limited to school branch office staff.
6. Submit a referral for assessment for mental health services that originated from the parent/guardian or the school after informed consent is obtained from the parent/guardian. The referral shall identify the rationale for the assessment and contact information for the family. Arrangements for the student to be released from class for the assessment will be made after the parent/guardian has authorized the assessment and release.

7. Coordinate care with the mental health provider whenever possible. Information from school branch office assessments, treatment plans, school evaluations and educational plans may be shared to inform and support each other with the informed consent of the parent/guardian.
8. Collaborate with the mental health provider to create an annual report including client outcomes and parental feedback that will be submitted to DHS for review. This report will not include identifying information about specific students or families unless informed consent is obtained or as otherwise authorized by statute. These reports shall, in part, be a determining factor in renewal of school branch offices.
9. Allow the State of Wisconsin, department of Health Services to make unannounced site visits at school branch offices for the purpose of evaluating compliance or investigating complaints. Site visits will comply with local school building rules regarding visitors, student access, emergency drills and procedures, and entrance and egress policies and procedures.
  - Identify students at the designated schools in need of mental health services from the target population (i.e., those students experiencing barriers to care elsewhere in the community).
  - Obtain parent consent for an initial assessment and make appropriate referrals to the program by completing a referral form.
  - Provide physical space within the designated schools that is conducive to the confidential nature of mental health services.
  - Excuse students from class in order to attend therapy appointments.
  - Create a system that allows school personnel to communicate with the mental health therapists in instances where a proper release of information is in place. Teacher/staff member will fill out the SBMH Teacher Feedback Sheet weekly or monthly to give to the therapist. The contact person will pick up the SBMH Therapy Session Feedback form.
  - Promote education on mental health issues for students and staff.
  - Review progress reports and assist in the evaluation of the SBMH program.

**F. Terms of Agreement**

This agreement will be in effect from 08-01-2016 to 08-31-2017.

**G. Memorandum of Understanding Modifications and Termination**

This agreement may be modified at any time with the consent of the parties involved. Any one of the parties may terminate this agreement with 30 days written notification to the other parties.

Termination may occur if any one of the parties fails to comply with the terms of this agreement with two weeks written notice.

**H. Signatures**

\_\_\_\_\_

***School District Name* Representative**

\_\_\_\_\_

**Date**

\_\_\_\_\_

***Mental Health Provider Name* Representative**

\_\_\_\_\_

**Date**

**COMING SOON!**

**Appendix B: Sample Referral Form**

**COMING SOON!**

**Appendix C: Accessing Mental Health Services in the Community  
(Sample Referral Pathway document)**