



# Indiana School–Mental Health Provider Memorandum of Understanding

## PURPOSE

The purpose of this memorandum is to outline the agreements between School District ABC (herein referred to as the “school”) and XYZ Community Mental Health Center or other certified/licensed mental health provider\* (herein referred to as the “provider”) for student referral to school- and/or community-based mental health services and for the provision of any school-based mental health services by XYZ CMHC.

*\*Indiana Community Mental Health Centers as established under IC 12-29-2, or other certified/licensed mental health provider through other state licensing bodies (e.g., IPLA or DCS).*

## REFERRALS

Referral process must be detailed in the MOU as required by SEA 246. See Appendix A: Early Identification-Referral-Service Workflow for referral process in accordance with SEA 246.

- School and provider shall communicate and follow their internal referral processes.
- School must obtain written consent<sup>†</sup> of student’s parent or guardian before referring student to the provider.
- Provider shall follow agreed upon protocol with the school for ensuring consent has been obtained prior to referral.

*†Consent in this context shall follow all applicable laws and regulations regarding consent, privacy and disclosure, including Indiana Code 12-23-12-1, 42 CFR Part 2, HIPAA and FERPA.*

## ROLES AND RESPONSIBILITIES

Expectations of each party entering into the MOU. Roles and responsibilities of the mental health provider and the school may vary dependent on the services agreed upon within the MOU.

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| <ul style="list-style-type: none"> <li>• <b>Provider</b> <ul style="list-style-type: none"> <li>▶ Obtaining consent for services</li> <li>▶ Providing services: may include, but is not limited to the following:               <ul style="list-style-type: none"> <li>» Assessment</li> <li>» Crisis intervention</li> <li>» Behavior management</li> <li>» Addiction treatment</li> <li>» Individual, group and/or family therapy</li> <li>» Case management</li> <li>» Individual and/or group life skills training</li> </ul> </li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>» School staff trainings and/or consultation</li> <li>» School conference participation</li> <li>▶ Staffing           <ul style="list-style-type: none"> <li>» Number of staff in school buildings</li> <li>» Staff schedules and hours in building</li> <li>» Qualifications, credentials of staff</li> <li>» Evaluation and supervision</li> </ul> </li> <li>▶ Equipment</li> </ul> | <ul style="list-style-type: none"> <li>• <b>School</b> <ul style="list-style-type: none"> <li>▶ Physical facilities/space           <ul style="list-style-type: none"> <li>» Dedicated, private, welcoming, confidential</li> </ul> </li> <li>▶ Equipment           <ul style="list-style-type: none"> <li>» Phone, internet, furniture</li> </ul> </li> <li>▶ Referrals           <ul style="list-style-type: none"> <li>» Dependent on the types of services agreed upon within the MOU</li> <li>» Parent/guardian consent for referral</li> </ul> </li> </ul> </li> </ul> |
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## EQUITY AND CULTURAL AND LINGUISTIC COMPETENCY

Details regarding policies and procedures related to equity of services, including but not limited to the following:

- Adherence to school and provider equity, diversity, and inclusion policies
- CLC and cultural diversity trainings for school and provider staff
- Considerations for the population of the school

## EVALUATION

Processes for evaluation of services as detailed in the MOU, including but not limited to the following:

- Youth, family and school feedback/input to the provider
- Data collection and monitoring related to school perception of the partnership and student outcomes

## FINANCIAL

Details regarding exchange of funds (if any) for services outlined in the MOU:

- Remuneration – if funds shall be exchanged between the school and the provider.
  - ▶ Rates of compensation
  - ▶ Requirements of funds being used – including any reporting, etc.
  - ▶ Payer sources
 

Provider may use this section to explain billable service options and the parameters within which the provider agency must operate. Payer sources may include, but are not limited to the following:

» Medicaid – including Medicaid Rehabilitation Option	» Department of Child Services funds/contract
» School funds	» Private insurance
» Grant funds	» Self-pay
- No remuneration – if no funds shall be exchanged between the school and the provider, the MOU shall state this explicitly to provide clarity for both parties.

## CONFIDENTIALITY

- Provider shall adhere to confidentiality laws in accordance with Health Insurance Portability and Accountability Act.
  - ▶ Provider may not share any protected health information without a valid release of information.
  - ▶ Provider shall coordinate with school to ensure that appropriate consents and ROIs have been obtained.
- School shall comply with all laws and regulations in accordance with Family Education Rights and Privacy Act.
  - ▶ In accordance with SEA 246, the school must maintain confidentiality of any medical records that result from services provided after referral.
  - ▶ The school must also follow its internal policy prohibiting it from sharing reports or notes from the provider with other school officials or maintaining any reports, notes, diagnoses or appointments with the provider in the student’s permanent education file.



## **DATES/TERMS OF AGREEMENT**

This agreement shall be for a period of one (1) year, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, with a renewal option for an additional one (1) year. Changes may be made to the agreement at the time of renewal or as agreed upon in writing by both parties prior to renewal.

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## **TERMINATION**

School and provider shall agree to terms of termination by either party. Termination clause shall detail allowable timeframe for notice of termination as well as procedure for transitioning and continuing services for students.

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## **SIGNATURES**

Designees from the provider and school shall each sign the agreement.

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## **ADDITIONAL CLAUSES FOR CONSIDERATION**

- Non-discrimination
- Compliance
- Notices
- Insurance
- Indemnification
- Non-solicitation
- Miscellaneous

# School Mental and Behavioral Health Services

## APPENDIX A: Early Identification-Referral-Service Workflow

In accordance with [Senate Enrolled Act 246](#)

