



# MEMORANDUM OF UNDERSTANDING – SAMPLE

Dated:

By and Between:

[insert name] ISD

Superintendent

**ADDRESS**

**CITY, TX ZIP CODE**

[insert LMHA name]

Chief Executive Officer

**ADDRESS**

**CITY, TX ZIP CODE**

## 1. ORGANIZATIONAL BACKGROUNDS

[insert name] ISD is an Independent School District. The mission of [insert name] Independent School District, a progressive family/community-supported educational system, is to provide a comprehensive well-balanced instructional program in a safe learning environment to ensure the development of caring, responsible, productive graduates capable of contributing in a global society.

[insert LMHA name] is a community mental health and intellectual and developmental disabilities center located in [insert area] Texas. It provides a variety of behavioral health care services to people with mental illness, intellectual and developmental disabilities and chemical dependency.

## 2. PROGRAM

[insert name] ISD is part of the SAMHSA AWARE grant which seeks to increase and improve access to culturally competent and developmentally appropriate school-and community-based mental health services, particularly for students with symptoms of severe emotional disturbance or severe mental illness.

## 3. OBJECTIVES

The purpose of this memorandum is to address:

- school-linked community mental health (CMH) services,
- family and youth engagement, referral and follow-up protocols,
- coordination with providers to guide service delivery and progress,
- coordination of referrals to needed community-based mental health services and follow-up support,
- outreach and connecting families, schools and communities to community programs that promote positive mental health,

- building regional and statewide capacity for promoting MH awareness for school-based and school- connected MH services,
- building partnerships that will broaden and link all services available to students and families,
- coordination of funding streams,
- policy and program changes to improve service delivery, and
- development of a plan for sustaining MH services upon the grant period conclusion.

#### 4. ROLES OF THE PARTY/PARTIES

[insert name] ISD and [insert LMHA name] agree to collaborate in the following manner:

[insert name] ISD will coordinate services for Students and their Families to ensure the following:

1. Designate a liaison within [insert name] ISD to work with [insert LMHA name] to assist with students and families in gaining access to services.
2. Identify and refer students (with approval of, and at the discretion of, the campus referral team) who have been designated as *at risk* of disruption and/or *removal* from the preferred living situation or school due to a possible serious emotional disturbance or mental health issue.
3. Facilitate requests for assistance and referral to appropriate programs including, but not limited to: school-based programs, outpatient clinical services, inpatient clinical services, or any other appropriate evidence-based programs.
4. Provide office space for private consultation, onsite assessments, and counseling/skill building sessions to ensure the confidentiality to program participants.
5. Excuse students from class to receive services from [insert LMHA name] pursuant to this MOU.
6. Participate in staffing for children with necessary school personnel (teachers, counselors, diagnosticians, psychologists, nurses, MHBHS and others), parent(s) and/or legal guardian.

[insert LMHA name] services to be provided:

[insert LMHA name] agrees to provide the following services to eligible Students and their Families referred by [insert name] ISD subject to the availability of resources. All services will be delivered pursuant to [insert LMHA name]'s usual and customary policies, procedures, ethical and professional guidelines, rules or regulations:

1. Screening and assessment for identified students and their families requiring assistance with mental health services, if student and their family meet [insert LMHA name]'s criteria for receiving services.
2. Clinical assessment and development of treatment plans for identified students and families who meet [insert LMHA name]'s criteria. Additional clinical services will be considered according to the treatment plan for the student. Services may include, but are not limited to: family support, parent skills training, individual and group therapy, service coordination and linkage to community resources.
3. [insert LMHA name] will obtain informed consent from a parent or guardian and provide basic information on crisis intervention services to designated school liaisons.
4. Collaborate with [insert name] ISD to set up presentations for faculty, staff and families in schools upon request. Topics could include referral procedures and processes, access to services, clinical or medical issues impacting students and their families, etc.
5. Train [insert name] ISD referral team on [insert LMHA name]'s referral procedures and the definition of priority populations. Procedures must include compliance with all Federal and state laws and mandates for students requiring mental health services.

6. Coordinate and/or provide referrals for training to ensure that **[insert name]** ISD staff will be able to assist in identifying children that require mental health services that can be provided through **[insert LMHA name]**.
7. Provide necessary office supplies and equipment for **[insert LMHA name]**'s staff use.

## 5. LACK OF FINANCIAL RESPONSIBILITY

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

## 6. ADDITIONAL SERVICES

In addition to the services indicated above, the following will occur:

1. Quarterly meetings with the Community Project Manager from AWARE and designated **[insert LMHA name]** staff to discuss issues and concerns relative to both parties, which could include joint planning for continuation of services, changes in services, and/or discontinuation of services.  
Said services shall be provided without consideration of race, creed, national origin, sex, disability, or political affiliation. Without limiting the foregoing, the parties shall agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Civil Rights Act of 1991 as amended.

## 7. TERMS OF MOU

This Memorandum is made effective for the **[insert year]** school year, provided that either party may terminate or modify the MOU under the appropriate provision hereof. The parties hereto upon mutual written agreement may renew this MOU for a full fiscal year beginning **[insert specific date]** and ending no later than **[insert specific date]** of the following year. Either party may withdraw from the Memorandum by giving ten (10) days written notice in the event of reduced or total loss of funding for the services contemplated hereunder.

## 8. TERMINATION

Either party may withdraw from the MOU without cause by giving the other party thirty (30) days written notice. Neither **[insert name]** ISD nor **[insert LMHA name]** waive or relinquishes any immunities or defenses on behalf of themselves, their trustees, officers, employees (paid or volunteer) and agents as a result of execution of this MOU and performance of the functions or obligations described herein.

## 9. COMPENSATION

It is understood that this MOU is to set forth the duties and services to be provided by the parties hereto and that there shall be no payment of monies on the part of either party hereto to the other party as a result of and as part of this MOU.

**[insert name]** ISD will not charge parents or other agencies for the mental health services provided by **[insert LMHA name]**.

**[insert LMHA name]** will provide services for students and families who meet financial eligibility according to **[insert LMHA name]**'s criteria. Private insurance will be accepted if **[insert LMHA name]** is a member of that insurance network. If the family does not have private insurance or Medicaid, services will be provided upon a monthly ability to pay rate, referred to as a sliding scale.

## 10. RELATIONS OF PARTIES

It is understood and agreed that **[insert LMHA name]** is an Independent Contractor and that neither it nor any employees (paid or volunteer) or its agents contracted by it, or otherwise performing duties of **[insert LMHA name]** shall be deemed for any purposes to be employees or agents of **[insert name]** ISD. The MOU does not create a joint venture, business partnership, franchise, or employment relationship, under Texas law. **[insert LMHA name]** assumes full responsibility for the actions of any such persons while performing any services incident to the MOU, and **[insert LMHA name]** shall remain solely responsible for the supervision, daily direction and control, payment, if any, of salaries (including withholding of income taxes and social security), workers' compensations, and disability benefits and like requirements and obligations.

## 11. NO WAIVER/IMMUNITY

No waiver of a breach of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

Neither party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer) and agents as a result of the execution of the MOU and performances of the functions or obligations described herein.

## 12. AUTHORIZATION OF MOU

Any authority delegated by one Party to another Party is limited to the terms of this Memorandum. 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.

## 13. 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.

If to **[insert LMHA name]**:  
**[insert name]**, Chief Executive  
ADDRESS  
CITY, TX ZIP CODE

If to **[insert name]** ISD:  
**[insert name]**, Superintendent  
ADDRESS  
CITY, TX ZIP CODE

## 14. GENERAL PROVISIONS

### AMENDMENTS

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

### NONDISCRIMINATION

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

## RECORDS

1. All records created by **[insert LMHA name]** during the performance of this Memorandum including clinical records of Consumers evaluated at **[insert name]** ISD's facilities, shall remain the property of **[insert LMHA name]**. All records created by **[insert name]** ISD during the performance of this Memorandum shall remain the property of **[insert name]** ISD.
2. All client information, including information in the client records, shall be considered privileged and confidential.
3. **[insert LMHA name]** will accept requests for assistance from a variety of other sources: parents, self-referrals from students residing in the school, other **[insert LMHA name]** service units, agencies involved with the Community Management Team, and other community health care providers and agencies.
4. To the extent that **[insert LMHA name]** and **[insert name]** ISD will come into possession of student records and information, and be involved in the survey, analysis or evaluation of students, incidental to this MOU, **[insert LMHA name]** and **[insert name]** ISD agree to comply with all requirements of the Family Educational Rights and Privacy Act and the Texas Public Information Act and keep all client 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.

## USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION (PHI)

**[insert name]** ISD and **[insert LMHA name]** 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 **[insert LMHA name]**.
  2. Be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations 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".

## SECTION HEADINGS

The headings of sections contained in the MOU are for convenience only, and they shall not, expressly or by implications, limit, define, extend, or construe the terms or provisions of the sections of this MOU.

## COMPLETE UNDERSTANDING

The parties have read this MOU and agree to be bound by its terms. The parties further agree that this MOU constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements - either oral or written- between them. No waiver, alteration, or modification of any of the provisions of the MOU shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration or modification is sought.

## CRIMINAL BACKGROUND

**[insert LMHA name]** provides assurance that all employees of **[insert LMHA name]** who have contact with students have passed a criminal history background check within the year that services are provided. **[insert name]** ISD reserves the right to conduct an additional check for specific volunteer activities.

[SIGNATURE PAGE TO FOLLOW]



**AUTHORIZATION:**

**[insert LMHA name]** and **[insert name]** ISD possesses adequate legal authority to enter into this Memorandum of Understanding (MOU). The Contractor’s governing body, where applicable, has authorized the signatory official(s) to enter this Agreement to the terms of this MOU Agreement and any subsequent amendments hereto.

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**[insert name]**, Superintendent  
**[insert name]** ISD

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**[insert name]**, Chief Executive Officer  
**[insert LMHA name]**

SAMPLE