

MEMORANDUM OF UNDERSTANDING – SAMPLE BETWEEN [LMHA] AND [District] ISD

This Memorandum of Understanding (MOU) is entered into as of the **[insert date]** between **[insert LMHA name]**, DBA **[insert shortened/different LMHA name, if needed]** and **[insert district name]** ISD (Partner) to confirm the mutual understandings of the two agencies. The intent of the Agreement is to clarify the goals and objectives of the partnership, and the respective roles and responsibilities of the agency.

[insert LMHA name], DBA **[insert shortened/different LMHA name, if needed]**: The community mental health services provider is established under Texas Health and Safety Code, Section 534.001 as a Community Center; and Section 533.035 designated by the Commissioner of the Health and Human Services Commission (HHSC) as the local mental health authority, local intellectual and developmental disability authority and substance use treatment provider for the Local Authority's Service Area.

[insert district name] ISD currently participates in the AWARE Texas Grant funded by SAMHSA, which seeks to increase and improve access to culturally competent and developmentally appropriate school-based-and-community-based mental health services, particularly for students with symptoms of severe emotional disturbance or severe mental illness.

I. Objectives

The purpose of this memorandum is to address:

- School-linked community mental health (CMH) services;
- Family and youth engagement, referral and follow-up procedures;
- Coordination with the providers to guide service delivery and progress;
- Coordination of referrals to needed community-based mental health service 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 mental health awareness for school-based and school-connected mental health 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 mental health services upon the grant period conclusion.

II. Responsibilities of Center

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

- A. Screening and assessment for identified students and their families requiring assistance with mental health services. **[insert LMHA name]** will discuss financial requirements and responsibilities during the screening and intake process with the student and their legal guardian/representative.
- B. Clinical assessment and development of treatment plans for identified students and families who are participating in services. Additional clinical services will be considered according to the treatment plan for the student. Services may include but are not limited to the following: family support, parent/student skills training, individual therapy, service coordination and linkage to community resources.

- C. **[insert LMHA name]** will obtain informed consent and release of information from a parent or guardian utilizing forms provided by **[insert LMHA name]**.
- D. **[insert LMHA name]** will provide basic information on crisis intervention services to designated school liaisons.
- E. Collaborate with **[insert district name]** ISD to set up presentations for faculty, staff and families in schools upon request. Topics could include but are not limited to referral procedures and processes, identification of those who may require mental health services, access to services, clinical or medical issues impacting students and their families.
- F. Train **[insert district name]** ISD's MTSS (Multi-tiered Systems of Support) team on **[insert LMHA's name]** referral procedures for students who need mental health services including those students with an intellectual disability who may need mental health services.
- G. **[insert LMHA name]** will provide necessary supplies and equipment for their staff to perform their job duties while in **[insert district name]** ISD.

III. Responsibilities of Partner

- A. Designate a liaison within **[insert district name]** ISD to collaborate with **[insert LMHA name]** to ensure that the above-mentioned objectives are achieved and assist with students and families in gaining access to services.
- B. Identify and refer students (using district/campus processes and procedures) who have been designated as "at risk" of disruption or removal from their preferred living situation or school due to a possible serious emotional disturbance or mental health issue (i.e. inpatient hospitalization, residential facility placement, etc. are being considered).
- C. Facilitate requests for assistance and referral to appropriate programs including, but not limited to: school-based programs, outpatient clinical services, inpatient clinical series, or any other appropriate evidence-based programs.
- D. Provide space for private consultation, onsite assessments, and counseling/skills training sessions in order to ensure the confidentiality to the student and their families. Space will continue to be made available during summer break. **[insert LMHA name]** staff will contact the designated liaison when they will need access to a district building.
- E. Provide access to the campus guest Wi-Fi information and password to allow **[insert LMHA name]** staff to be able to document, assess, and have access to their electronic health records system.
- F. Excuse students from class to receive services from **[insert LMHA name]**.
- G. Pertinent staff will participate in staffing for students as needed.

IV. Confidentiality Agreement

Both parties agree to comply with all provisions regarding confidentiality that affect either party's funding streams to ensure that all client records related to services provided under this MOU will be confidential. Staff from **[insert district name]** ISD will follow the guidelines set forth in the Family Educational Rights Privacy Act (FERPA). Staff from **[insert LMHA name]** will follow the guidelines set forth in the Health Insurance Portability and Accountability Act (HIPPA). All student/client information, including information in the student/client records, shall be considered privileged and confidential. All records created by **[insert LMHA name]** staff during the performance of this Memorandum, including clinical records of students evaluated at **[insert district name]** ISD's facilities, shall remain the property of **[insert LMHA name]**. All records created by **[insert district name]** ISD during the execution of this Memorandum shall remain the property of **[insert district name]** ISD.

V. Term of the Memorandum of Understanding

This agreement is effective from March 1, 2021 until June 30, 2022. It shall be reviewed periodically throughout the year to ensure that it is fulfilling its purpose and to make any necessary revisions. This agreement shall remain in

effect until terminated by either party upon 10 days' notice to the other party. This agreement is also subject to the appropriated funds allocated to the AWARE Texas Grant funded by SAMHSA.

VI. Hold Harmless

Partner shall indemnify, defend with counsel acceptable to LMHA and hold harmless to the full extent permitted by law, LMHA and its Board of Directors, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with consulting or administrative services received from LMHA of its failure to comply with any of its obligations contained in this MOU, except Liability caused by the sole negligence or willful misconduct of LMHA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for **[insert LMHA name]** or its agents under Workers' Compensation acts, disability benefit acts, or other employee benefit acts. This indemnity obligation shall survive termination or expiration of this MOU with respect to any Liability which arose while the MOU was still in effect.

The agencies, having read and considered the above provisions, indicate their agreement by their authorized signatures below. This MOU may be executed in counterparts.

[insert district name] ISD
[insert name], Superintendent

[insert LMHA name]
[insert name], Executive Director