

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

## **Introduction**





- x How and when will the collaboration be reviewed to determine if it is meeting the identified goals and needs for partners?
- x Who will help the community mental health provider learn about and understand their responsibilities during emergencies and drills?
- x 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?
- x 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:

- x Alerts pr R Y L G H U V W R D V W X G H Q W ¶ V D E V H Q F H W K H G D \ R I W K
- x Removes the child from their classroom for their appointments or creates a system to allow for the child to be available
- x 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
- x Communicates with the parents as needed
- x Addresses any other issues that might arise with a school-based clinic
- x 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)

- x Name of school district and clinic
- x Defined dates of agreement, with severability and termination defined
- x Locations within the school district named (what school buildings)
- x Location within the school and any fee/rental language, including none, if no fee exists
- x 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.
- x Term and Termination Agreement: dates of the agreement, beginning and end of school year, whether the physical spaced will be used in summer, not automatically renewed language, termination language to include due notice (2 weeks) by either party and in writing.
- x Official notice of completion of, or changes to, the MOU document should be sent using procedures to ensure receipt of delivery.
- x 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.)
- x 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.

X Current copies of insurance and licenses of community providers are provided to the school/district staff.

X

**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:**

- x 6 W X G H Q W ¶ V Q D P H
- x

**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 cover

## 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**, ~~the District~~ <sup>Provider</sup> desires 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

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 3 U R Y Library 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.



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 D W W R f e Q a n d C x p e n s e s) 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 similefçTmB8 Tm0 1 30 0 1 318.79 343.25 Tm( )JTET6Tq6

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

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,cause







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,

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- 6 Roles and responsibilities of the therapists and school personnel,
- 6 Referral process,
- 6 Space for conducting confidential therapy appointments,
- 6 Documentation requirements,
- 6 Communication between therapists and school personnel,
- 6 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:

- 6 Assessment,
- 6 Treatment,
- 6 Communication with school personnel regarding those students being served by the program in instances where a proper release of information is in place
- 6 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



7. Coordinating care with the mental health provider whenever possible. Informing the school from school office assessments, treatment plans, school evaluations and educational plans may be shared to inform and support each

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)**