



in Wisconsin

# Collaboration Guide for Schools and Community Mental Health Providers

### **Table of Contents** (Click titles to jump to sections.)

About This Resource	1
Coalition Advisory Workgroup	2
Facilitating Access to Mental Health Treatment in School Settings	4
Benefits of School-Based Mental Health	
School-Based Mental Health within an Equitable Multi-Level System of Supports	5
Establishing Agreements for Mental Health Treatment Providers in School Settings	
Identifying Community-Based Providers to Partner within a School Setting	6
Developing a Memorandum of Understanding	6
Information Sharing between Schools and Community Providers	7
Coordinating Access to a Mental Health Provider at School	
Collaboration between School and Provider	9
Consultation to Support Students Engaged with a Mental Health Provider	9
Funding School-Based Mental Health	
Roles and Responsibilities to Support Student Mental Health Treatment	11
School	11
Provider	11
Clinical Supervision	12
Special Considerations - Mental Health Therapist Employed by School	13
Special Considerations for Teletherapy at School	15
FAQ for School Based Mental Health Services	17
Appendix A: Key Questions When Developing an MOU	22
Appendix B: Sample MOUs	26
Appendix C: Sample Polesse of Information Form	10

### **About This Resource**

In 2016, the WI Department of Public Instruction released guidance to support school efforts to connect with community mental health providers. Building on that initial guidance, this resource has been developed by the <a href="Coalition for Expanding School">Coalition for Expanding School</a> Based Mental Health in Wisconsin in collaboration with providers, school representatives, and DPI consultants to address a range of issues that have emerged over the past several years as schools and communities have continued to grow access to mental health services and treatment as part of implementing the comprehensive model of school mental health.

We are grateful for the contributions of our advisory workgroup named below. We also owe a debt of gratitude to the numerous creative and innovative schools and communities across the state whose work inspired the FAQs and new information in this resource. As school mental health continues to evolve across Wisconsin, we look forward to building on the information gathered here to reflect and share all of the best expertise from the field.

Note that this resource is not legal advice. Schools and providers should consult legal counsel regarding adoption of changes in policy, practice, or MOUs/contracts.

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⊕ Back to top
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### **Facilitating Access to Mental Health Treatment in School Settings**

Student mental health is a concern in schools across the nation. In 2021, the <u>U.S. Surgeon General's Advisory on Protecting Youth Mental Health</u> noted that with approximately 1 in 5 children experiencing a mental health issue, it is imperative that mental health intervention and treatment is accessible to all students. Schools can improve accessibility by collaborating with community mental health partners that 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 on developing partnerships with community providers in order to establish access to mental health therapy in the school setting.

To provide access to mental health treatment, public or private mental health clinics or independent licensed providers can, through a mutual agreement with a district, use space within a school to provide direct mental health and/or substance use treatment services to students either in-person or virtually via telehealth. For purposes of this resource, these school-based, "credentialed mental health providers" are referred to as "providers" (See <a href="DPI School Based Mental Health Professionals">DPI School Based Mental Health Professionals</a>, March 2023). These providers typically bill families through Medicaid, private insurance, or self-pay. Ideally, these providers also serve as integral members of school mental health teams by providing consultation, training for school staff, screening and other services as needed to support the comprehensive model of school mental health.

### **Benefits of School-Based Mental Health**

Given that only about 21% of all children with mental health concerns receive mental health treatment, school-based mental health providers offer a promising solution to the many barriers that prevent students from receiving the mental health care that they need. Coordinating access to providers in a school setting delivers many benefits such as reducing barriers to treatment, enhancing family, school, and provider collaborations, and improving outcomes for students. Additionally, providing mental health treatment in schools increases retention in services, resulting in better overall care.



### School-Based Mental Health Services within an Equitable Multi-Level System of Supports

The treatment delivered by a provider exists as a part of a continuum of mental health supports provided to students in the school setting (for more information, refer to DPI's School Mental Health Framework). Within an equitable multi-level system of supports, school-based providers not only provide direct student therapy when that level of support is identified for a student, they can also support student mental health universally by providing services like social and emotional learning opportunities, offering teacher consultation and training, and serving on school mental health teams. Although they may spend a majority of their time providing direct therapy services, a deeper level of collaboration across all levels will result in a strengthened continuum of mental health supports for all students (See also the Coalition's Collaborative Model for School-Based Mental Health).

Before setting up access to mental health providers in a school setting, it is important to engage diverse stakeholders in developing a referral pathway (for more information on developing a referral pathway, refer to <a href="DPI's Referral Pathways Guidance">DPI's Referral Pathways Guidance</a>). This process guides schools in establishing a mental health team, engaging in resource mapping, developing referral procedures, creating decision rules for moving between levels of support, and developing systems for data collection and progress monitoring. Engaging in this process prior to establishing an agreement with one or more mental health providers ensures a clear understanding of where the provider's services fit within the continuum of supports and how students will access the services.

### Establishing Agreements for Mental Health Treatment Providers in School Settings

Identifying Community-Based Providers to Partner within a School Setting A school will want to consider a number of factors when identifying independent providers and/or community-based public or private clinics to work within the school setting either in person or virtually via telehealth. A core consideration is alignment between the provider's certification to bill insurance for services and the major health insurers covering students at the school, including Medicaid. As key partners in the development of school-community arrangements for on-site access to therapy, parents and caregivers should be consulted regarding trusted and frequently used providers in the region.

In addition to assessing a provider's capacity to bill for therapy, it is important to consider whether a provider has prior experience with school-based mental health services. There are nuances to providing therapy in the school setting and choosing a partner with experience in this area can help alleviate additional responsibilities placed on school staff. Providers should also receive regular clinical supervision. Schools may want to ask about the provider's approach to supervision and how they will handle complex clinical situations that arise. Therapists that work as part of a larger organization may have greater access to supervision and consultation than a therapist working independently or as a contracted employee. Organizations may be set up as "billing groups" or "practices." Organizations also have the option to certify as a DHS 35 or DHS 75 clinic, which can enhance the ability to bill for service as certified clinics are subject to additional regulatory oversight.

### **Developing a Memorandum of Understanding**

It is necessary to develop a Memorandum of Understanding (MOU) to guide the partnership arrangement between the school district and mental health provider. A Memorandum of Understanding is a formal agreement between two or more parties that can be used to define the expectations and responsibilities of each party (Contracts and MOUs: Understanding Key Terms). MOUs assist both districts and providers in outlining clear, accurate, and respectful relationships. Appendix A outlines essential questions to guide schools in developing MOUs, including the necessary elements of a comprehensive MOU, adapted from SAMHSA's School Referral Pathways Toolkit.

Besides outlining a collaborative relationship, MOUs developed for this purpose carry a degree of seriousness and mutual respect, but are not legally binding. It is expected that no money changes hands with an MOU. When there are fees and payments included in the partnership, a contract is required. When partnering with more than one mental health provider, districts should execute a separate MOU for each partner. Appendix B includes sample MOUs for review and consideration. \*Please note that DPI does not endorse any specific MOU. Districts and providers should seek their own legal consultation in formulating and finalizing an MOU to meet their own unique needs.

### Information Sharing between Schools and Community Providers

It is important for a school, provider, parents/guardians, and student to be able to share relevant information with each other regarding mental health and substance use treatment and educational progress to promote continuity of care and informed treatment decisions. While protecting privacy and maintaining confidentiality are essential, true collaboration requires timely communication between all stakeholders. It is, therefore, incumbent on the school and the provider to create a safe environment so students and their parents/guardians feel secure in the exchange of personal mental health and substance use treatment information and to ensure that their voices are heard and respected. The first step to ensure safety for everyone is to have a clear understanding of the Family Education Rights and Privacy Act (FERPA) for educational information exchange and the Health Information Portability and Accountability Act (HIPAA) for healthcare record information exchange. In order to exchange information between school and the mental health provider, the parent/guardian must consent to information-sharing by signing a "release of information" which is also called "informed consent for disclosure of information." An informed consent for disclosure of information from treatment records to an individual, agency, or organization must be in writing and must contain the following:

- The name of the individual, agency, or organization to which the disclosure is to be made (in this case the school);
- The name of the subject individual whose treatment record is being disclosed (i.e. the student); The purpose or need for the disclosure;
- The specific type of information to be disclosed;
- The time period during which the consent is effective; and
- The date on which the consent is signed; and the signature of the individual or person legally authorized to give consent, which includes students in certain instances (see below).

Once the appropriate disclosure of information is completed, then information-sharing can occur as outlined in the form. It is important to note that if schools are requesting a mental health provider to release their treatment records, the parent/guardian must sign the mental health provider's disclosure of information form. If schools are receiving written documentation of mental health or substance use treatment records, the school district must determine where these records will be stored to ensure confidentiality and only those individuals on the disclosure form will have access to these records. These records should not become part of the student's Educational Record as sharing this information will require the parent/guardian's written consent specific to release of mental health and substance use treatment records.

Beyond HIPAA, providers are subject to other ethical standards regulations and therefore have unique requirements regarding consent for treatment, release of information, and risk management. Specifically, there are differences in a student's ability to consent to treatment and a release of their records, depending on their age. Students 14 years old or older can refuse mental health treatment until a court orders it and can consent to the release of their own treatment records. Additionally, substance use treatment records are afforded an added layer of protection and are not part of the

student's general treatment record, instead requiring their own release of information for students ages 12 and up (See also <u>Rights of Minors for Outpatient Behavioral Health Treatment</u>).

HIPAA requirements also prohibit mental health providers from entering any student specific information into a school-based system (e.g. Class Dojo or Skyward). Providing such information can break a student's confidentiality, as the information becomes part of their education record and is no longer governed by HIPAA. Breaches of a student's confidentiality, depending on the severity of the situation, may require the therapist to report the breach to state licensing agencies.

As mentioned above, it is ideal for an appropriate, complete release of information to be obtained for all students receiving therapy from a community provider. However, it is the right of the parent and/or student to refuse to sign the document, limiting any information that can be shared with school staff. Even if a release of information is completed, therapists will likely be very judicious in the amount and type of information that is shared, prioritizing a student's confidentiality. One of the only times therapists are required to break confidentiality is when they are presented with information they are required to share as a mandated reporter or there is concern about the safety of the student or others. In this situation, the therapist may share information with school staff regarding the nature of the information provided or components of a safety plan that has been developed within the therapeutic setting. Once a therapist believes the information shared in session rises to these levels, they will make appropriate decisions based on their own supervision and consultation, and in some instances, may not align with the policies or procedures of the school.

<u>Appendix C</u> contains a sample release form. Parents (and older students, see <u>Rights of Minors</u>) must sign a Release of Information form from the treatment provider (HIPAA) and a Release of Information form from the School District (FERPA) in order for information exchange to occur. Additional information and resources are available on the DPI website under "<u>Confidentiality, Consent and Student Records</u>").

### **Coordinating Access to a Mental Health Provider at School**

Although the clinician provides the mental health treatment services to students, many schools find it useful to identify a school-employed coordinator to complete important activities related to navigating the school and community mental health supports. The identified coordinator attends to the logistics of scheduling, communicating, and making sure students are available during their session time. Coordinators may perform the following activities:

- Alerting providers to a student's absence the day of their appointment
- Retrieving younger students from their classroom for their appointments or setting up a pass system for older students to attend their sessions
- Facilitating communication between the teacher and provider, who may not be available to one another during the school day or during after school hours
- Communicating with the parents as needed
- Assisting providers with scheduling of appointments

#### Collaboration between School and Provider

Collaboration is a key component of the comprehensive school mental health framework. At the most basic level, collaboration is needed to manage and process referrals, coordinate scheduling, and communicate regarding provider caseloads, waitlists and current openings. More importantly collaboration is valuable when a student is referred to a provider for treatment and the parents and/or student are hesitant or express reservations. School personnel with whom the student has a relationship can help address questions and bridge the gap between the student/parents and the provider.

Collaboration can expand to a range of services. In many schools mental health providers take part in school-led teams/workgroups, offer professional development for staff, facilitate staff support groups, offer classroom observations, lead student support meetings/skills groups, take part in parent/guardian training nights, and more. These additional collaborative services need to be defined between the school and community provider, usually require a separate contract, and are not always part of an agreement with a school based mental health provider.

### Consultation to Support Students Engaged with a Mental Health Provider

When proper releases are in place, providers may engage in consultation with teachers and other identified school staff to help advance the treatment plan. Such consultation can be informal, via email or a quick check-in or more formal, such as a set time each week to meet and discuss students. These meetings allow providers to give teachers insight into the behavior and well being of the student, while also providing ideas for interventions or ways of interacting that might benefit the student overall. Teachers and staff also are able to share successes, challenges, and updates regarding classroom behavior, family dynamics, and/or academics.

As noted above, collaboration and consultation time is generally not covered by insurance billing. Many schools have identified ways to reimburse the provider for this time with braided/blended funding. Without additional financial coverage, collaboration and consultation may be limited to the basic requirements for coordinating/managing treatment services.

For Medicaid-eligible students, consultation time is an insurance-billable service and providers should be seeking reimbursement from Medicaid. To learn more about Medicaid billing for clinical consultation, review ForwardHealth 2020-27.

⊕ Back to top
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 Back to top

### **Funding School-Based Mental Health**

One concern about establishing school-based mental health treatment access is how the program will be funded. Although many of these programs rely heavily on a fee-for-service model for funding, it is necessary to supplement with other sources to cover students who may not have insurance, administrative costs associated with running the program, therapist time spent collaborating that may not be reimbursable by insurance, and to implement universal and targeted mental health interventions. Below are five different funding sources that can support access to mental health treatment:

School	Local	Insurance	State	Federal
School discretionary funds  PTA funding  Private endowments and donations  Grants	Categorical revenue (for identified populations)  Taxes  Private donors  Community businesses investing in future workforce  County partner	BadgerCare and Medicaid billing Private Health Insurance Student Family Assistance Program	Block grants  Children's Health Insurance Program (CHIP)  Allocations made in state budget, accessed through DPI grant programs  State taxes	Federal grants (from SAMHSA, Department of Education, etc)  Earmarks (non-competitive funding for one fiscal year)  Block grants provided to states

When developing a funding strategy, it is essential to include diverse funding sources. Some important considerations include: whether the funding source is short-term or permanent, if there are restrictions on how the funding can be used, and how funding can be leveraged to promote sustainability. Diverse funding sources are important because even if a funding source seems stable, it could change over time. Having multiple funding streams can prevent interruptions in service that can occur with unexpected loss of funding.

This is often accomplished through braiding and blending funding. When braiding funding, funds from multiple sources are coordinated to support a single initiative, but remain as separate sources in order to track spending and assure that spending meets funding requirements. Blended funding, on the other hand, uses multiple funds pooled together to use for one single initiative under one set of spending and reporting requirements. Both approaches allow schools to leverage funding for the continuum of supports.

State and federal grant funds may, under certain conditions, be used to pay for treatment costs for student mental health and alcohol and other drug abuse treatment services. State and federal funds may be used for treatment costs when:

- the treatment or service occurs at a school or district building,
- the provider of the services is appropriately licensed to provide the treatment service in Wisconsin,
- student treatment costs are allocable to the state or federal funding source, and

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 treatment costs allocated to the state or federal funding do not exceed 20% of the total amount awarded.

For more details, see the WI Department of Public Instruction <u>Guidelines For Using</u>
<u>State & Federal Grant Funds to Cover Mental Health and AODA Treatment Costs For Youth</u> document. For additional information see the WI DPI <u>FAQs</u> document.

### **Roles and Responsibilities to Support Student Mental Health Treatment**

Clearly defining roles and responsibilities will help to ensure accountability for each party and build a more sustainable partnership. Ideally, schools and providers will collaborate to support a range of elements of the comprehensive model within schools. While broad collaboration to support the mental well-being of all students, staff, families and community is ideal, this guide is primarily focused on connecting mental health providers with schools for the provision of mental health treatment.

The focus on mental health treatment in mind, consider the following assigned roles and responsibilities to best support students:

### School

- Identify and refer students in need of mental health treatment.
- Maintain a mental health team to triage referrals using a formalized referral pathway.
- Obtain parent consent for an initial assessment and make appropriate referrals to the program by completing a referral form.
- Create a system that allows school personnel to communicate with the mental health provider in instances where a proper release of information is in place.
- 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 and coordinate escort for younger students. Review progress reports and assist in the evaluation of the mental health program.
- Formalize and adhere to a procedure for a post-therapy session student support plan.
- Provide any necessary supplies, office equipment (locked filing cabinet), internet connection, and phone line for each clinician.
- Onboard providers to ensure they are familiar with building operations, safety procedures and key on-site contacts.

### Provider

- Provide individual, family, or group therapy in the designated school-based setting.
- Provide individual or group counseling for substance abuse.

⊕ Back to top
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- Provide mental health consultation with school staff when proper releases are in place.
- Engage as a member of the school mental health team as funding and releases permit.
- Facilitate information sharing with family and school, as appropriate, and with required signed release forms.
- When necessary, visit student homes or community agencies as funding permits.
- Secure credentialing with key health insurers including Medicaid and facilitate billing.
- Ensure regulatory compliance with state certification/licensure requirements, including clinical supervision, and mental health/substance use clinic regulations (when applicable).
- Acquire proper liability coverages and secure clinical consultation/supervision when operating independently or as part of a practice group (i.e. outside of a DHS 35 or DHS 75 clinic).

### **Clinical Supervision**

When a school is working with a mental health provider employed by a certified clinic/setting (DHS 35, DHS 75, FQHC, etc) there are regulatory and policy expectations for clinical supervision. Clinical supervision is required for "in-training" professionals who are pursuing full licensure. Mental health practice groups may also provide clinical supervision within their group, but operate with reduced regulation. The availability of clinical supervision through an established practice/agency may mitigate risk for schools along with these additional value-added services:

- Hire and supervise clinicians who work in participating schools.
- Provide support for mental health clinicians that complies with Wisconsin statutes and administrative rules.
- Report incidents to the school and work with the school to resolve conflicts.
- Provide monthly reports to school on services provided.
- Respond to emergency situations and provide guidance to therapists to manage risk and ensure student safety.

⊕ Back to top
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### **Special Considerations - Mental Health Therapist Employed by School**

In some instances, public schools have explored hiring a mental health provider to work within the school setting as a school employee whose job includes mental health treatment. In 2023 <u>Guidelines for Using State and Federal Grant Funds to Cover Mental Health and AODA Treatment Costs for Youth and accompanying FAQs, DPI clarifies that schools may employ a mental health treatment provider who is licensed/certified by the Department of Safety and Professional services to provide mental health and/or substance use treatment as long as the individual also holds a DPI issued license for a school-based mental health category (i.e. school psychologist, school counselor, or school social worker).</u>

Schools may face local access challenges that lead to consideration of employing a mental health treatment provider and there are a number of factors that should be weighed in the decision-making, including:

### Licensing

As noted above, DPI guidelines state that a public school employee who will be providing mental health treatment as part of their employment must be DPI certified in addition to holding the appropriate state-issued provider credential through DSPS (DSPS Credentials Search).

There are a number of DSPS credential types and it is incumbent on the credential holder to operate within their scope of practice. Fully licensed treatment providers are authorized under their licensure to provide treatment independently, however, treatment professionals "in-training" are subject to clinical supervision requirements. All treatment providers are subject to ethical standards outlined and referenced in Wisconsin administrative rules. Individuals may hold a substance use treatment credential that differs from a license to provide mental health treatment.

Question to consider: Does this professional hold the appropriate credential to provide the treatment services that students need within the professional's scope of practice?

### **Supervision**

Treatment providers operating within a certified setting are subject to specific clinical supervision requirements under Wisconsin law. Independent treatment professionals are governed by standards outlined in licensure and certification rules and professional specific codes of ethics.

Question to consider: How will this school-employed treatment professional access clinical supervision or clinical consultation to comply with regulatory requirements?

### **Liability Coverage**

Under MPSW 1.10 licensed mental health professionals are required to have liability insurance coverage. There is an exception for clinicians employed by government.

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Legal counsel should be consulted regarding the liability coverage requirements within the public school setting.

Questions to consider: What liability is the school assuming by employing a licensed provider to offer mental health treatment services? Will the provider offer treatment services outside of the school setting and what are the liability considerations for offering such services to student families or continuing a treatment engagement with a student after graduation?

### **Billing Third Party Insurance**

Mental health coverage is a basic benefit of health insurance coverage mandated under state and federal law. Medicaid is a key funder of children's mental health in Wisconsin. While schools have mechanisms for billing Medicaid for a specific array of school-based services for children with IEPs, schools may encounter challenges billing Medicaid and other insurance for mental health treatment services. Billing insurance requires credentialing with individual insurance companies and approval to submit claims for services rendered. Billing also entails administration support to submit the claims, respond to denials, deposit funds received, and maintain billing practice compliance.

Question to consider: Does the school plan to capture third-party payment and what are the billing options/regulations that would apply to a fully-employed treatment provider operating within a school setting?

### **Securing Treatment Records**

Mental health and substance use treatment records are covered by HIPAA and unique state regulations regarding confidentiality. When a treatment provider is employed by the school, the school should consider additional precautions with regard to treatment record maintenance and security to ensure that protected information is maintained separately from student records subject to FERPA.

Question to consider: What processes/file and data storage protections are in place at the school to ensure confidentiality of student treatment records?

### Sustainability

Whenever a school invests in new staff to support school-based mental health, the question of financial sustainability is among the considerations. Use of state and federal grants for treatment is restricted, requiring schools to rely on other funding sources. Third-party insurance billing may present a more sustainable funding channel, however as noted above, billing requires administrative overhead and may not be a feasible funding strategy.

Question to consider: Will the district be able to maintain a mental health treatment provider in order to ensure continued mental health services to individual students? How might a student be impacted if the provider is no longer employed and mental health services now require insurance?

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### **Special Considerations for Teletherapy at School**

Schools may opt to use telehealth for the delivery of a range of health services. The key for any health service to be provided virtually is that the service be functionally equivalent to direct (i.e. in-person) services.

The confidentiality and operational considerations that apply to the virtual delivery of school-based health services (See DPI Guidance <u>"Teleservice Considerations,"</u> pg 3-4) also apply when providing mental health treatment in school delivered by a remote/virtual provider.

Just as a school and provider would work through protocols and shared expectations when a provider will be physically in the school building, there should be a documented agreement for the delivery of teletherapy services to a student during the school day. The school and the provider should establish a shared understanding of how the two will partner to support student access, address safety, ensure confidentiality, facilitate family engagement and provide consultation to advance treatment goals.

In terms of insurance reimbursement, Wisconsin Medicaid covers mental health services delivered via telehealth. The definitions and coverage requirements are outlined in ForwardHealth 2021-50 (See also ForwardHealth 2023-01).

Wisconsin does not mandate commercial health insurance coverage for telehealth services. While many commercial insurers cover virtual mental health services, schools should consult with providers about any differences in reimbursement that may impact a student's access to care.

### **Private Space and On-site Supports**

For telehealth to be successful, the therapy needs to occur in a private, confidential setting, which often means students will be left in a room by themselves with the appropriate technology. If there are students for whom schools are uncomfortable with this arrangement, the school and provider should work together to develop an alternative to this arrangement or a way to ensure the student's confidentiality is respected while receiving services.

The agreement between the provider and the school should also clearly establish a protocol for engaging on-site school supports in the event that a therapy session is dysregulating for a student and/or concern about safety for the student emerges for the remote provider. Providers of telehealth services should have established protocols to support crafting mutual expectations within the provider/school agreement/MOU.

Questions to consider: Where will the school provide confidential space for telehealth appointments? Who should a provider contact if physical intervention is needed? In the event of an emergency (suicidal ideation, self-harm, etc.), what is the protocol for communication and on-site response? How will the provider/school address students who leave a session or turn off the telehealth device, etc.?

⊕ Back to top
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### **HIPAA Compliant Platforms**

Therapists providing telehealth services are required to utilize a HIPAA compliant platform to ensure confidentiality and security. Schools will have to ensure the devices being used are able to access the appropriate platform and that the internet connection is strong enough to facilitate the session. This information needs to be discussed prior to telehealth sessions beginning to ensure smooth access for the student on the day of their appointment.

Questions to consider: What equipment will be provided to ensure high quality internet connection and access to the HIPAA compliant platform of the provider?

### **Assessing Telehealth Efficacy**

Telehealth is a great alternative to in-person sessions for many students; however, it can be challenging for younger students. Additionally, students who struggle with attention and concentration, impulse control, self-harming behaviors, suicidality, or more significant mental health issues may not be appropriate for telehealth services. Whether or not telehealth is appropriate can be a collaborative decision made between the school and provider. If it is determined that telehealth is not appropriate for a student, the school and provider can work together to make an appropriate referral for an in person therapist.

Questions to consider: How will the provider and school work together to determine whether/when telehealth is an appropriate alternative and how will the student and family be engaged in decision-making regarding the modality for treatment? What ages are most appropriate for telehealth services?

The <u>Great Plains Telehealth Resource and Assistance Center</u> provides the latest information on telehealth policies in Wisconsin and hosts a range of resources and tools for telehealth service delivery.

The Great Lakes Mental Health Technology Transfer Center developed a <u>Telehealth</u> <u>Clinical Considerations</u> guide for mental health providers. While this guide was launched during the pandemic, the fundamental operational and best practice checklists continue to be relevant to virtual treatment services today.

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

As school-based mental health services continue to evolve and grow, schools across Wisconsin are identifying an array of strategies to deliver universal, targeted and individual supports. These FAQs capture some of the items that have surfaced for consultation with DPI and/or the Coalition in recent years and we look forward to continuing to build this resource for the benefit of Wisconsin schools and community partners.

### What is informed consent? And how does this influence which students a community provider can interact with during the school day?

Informed consent is provided by potential clients prior to engaging in treatment services to ensure that the individual, or the person acting on the individual's behalf (parent or guardian), has been provided with specific, complete, and accurate information regarding the proposed treatment. Providers in the school building (whether in person or via telehealth) are only able to see students for whom they have obtained informed consent from the parents/guardians. Therapists and other community providers are not able to assist with students who may be struggling or in crisis, unless they are identified clients of the organization or the school has a separate contract with the community provider that includes consultation services, which can be accessed for all students within the building.

### Can a School Counselor or School Social Worker bill for treatment services provided in the school setting?

School social workers, school psychologists, and school counselors certified by DPI are able to bill Medicaid for mental health services provided to a student with an IEP. These professionals are not able to bill insurance or Medicaid for mental health treatment unless they are also licensed under the Department of Safety and Professional Services and credentialed with Medicaid and third-party insurance. Guidelines issued by DPI differentiate between mental health "service" and mental health "treatment" as follows:

Mental health services in schools are provided by both Department of Public Instruction (DPI) licensed school mental health professionals and state licensed mental health treatment providers (See also <u>DPI School Based Mental Health Professionals</u>, March 2023).

Mental health treatment services are those provided by a mental health provider licensed by the State of Wisconsin to provide mental health treatment. Treatment may include assessment and evaluation, diagnosis, and treatment planning and provision (Guidelines for Using State and Federal Grant Funds to Cover Mental Health and AODA Treatment Costs for Youth Frequently Asked Questions(FAQs), 2023).

### What is a Qualified Treatment Trainee (QTT)? What role do they play in providing services to students?

The ability for providers to bill insurance is an important component of funding for a school-based mental health program. Providers also may use Qualified Treatment

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Trainees (QTTs), meaning therapists who are post-masters clinicians that are licensed/certified, but practicing under supervision to attain professional licensure through the State of Wisconsin. The mental health professionals shortage has led to an increased use of QTTs to meet the growing needs of youth. QTTs are able to provide treatment under clinical supervision. They may be certified for reimbursement by Medicaid and in some instances commercial insurance may also certify QTTs for reimbursement, however, this is not consistent across insurers. Insurance payor restrictions have the potential to create a disparity in the amount of commercial insurance referrals that can be accepted or the timing with which students can start services. It is important that there is open communication between school professionals and treatment providers to understand how insurance reimbursement may impact caseloads and schedules. In addition, when mental health treatment provider partners will be incorporating QTTs into the school services, schools should be familiar with the clinical supervision plan for the QTTs to ensure quality and accountability.

### What are the similarities and differences between coaching and therapy?

There are similarities between coaching and therapy. Both coaching and therapy can be provided as 1:1 services. However, therapy may also include families, partners, and groups. Therapy and coaching also require a working relationship between the client and the provider of the service. However, coach/client relationships are usually much shorter lived than therapist/client relationships, and therefore are not as deep or as nurtured as a therapeutic relationship. Even so, many coaching clients share personal things with their life coaches. People seek both coaches and therapists to work on themselves. People who hire coaches want to achieve certain goals or work on their mindset. Those who attend therapy want to work on themselves, heal past traumas, and work with a licensed professional on managing their mental health challenges.

There are also important differences between coaching and therapy. Those who have a diagnosed mental illness, are dealing with extreme stress and overwhelm, or are healing from past trauma often choose therapy over coaching. It is difficult to manage depression or anxiety or Post Traumatic Stress Disorder (PTSD) on your own. A licensed professional can help process challenges in a guided and supportive way with a focus on recovery and healing.

State certification/licensing is a major difference between coaching and therapy. While coaches may undergo some training and receive a certification, licensed mental health treatment providers are subject to regulatory oversight that dictates education, training and supervision requirements. One of the other differences between coaches and therapists is that therapists can only see clients who live in the state in which they are licensed. Coaches can meet with anyone, anywhere. As has been mentioned before, therapists provide mental health services. Coaches do not. As a result of their training, therapists can diagnose and treat many mental illnesses. Coaches are not able to provide mental health care or diagnose someone.

Our school provides universal access to mental health supports through a School and Family Assistance Plan (SFAP). What is the difference between the counseling/coaching available through our SFAP and mental health treatment?

⊕ Back to top
 ☐ Back to top
 ☐ Back to top

A School and Family Assistance Program (SFAP) consists of a team of professionals who provide confidential counseling, coaching, consultation, intervention and/or referral services to students and families in need. A SFAP is modeled after the Employee Assistance Program offered by many employers. Generally, a group rate is determined in advance between the school and plan provider that estimates how many students and families will use the services during the period of the contract (typically, one year). Services are short term (3-6 sessions) with the opportunity for a referral to longer term community-based services. School districts pay for these contracted services; there is generally no cost to students and families. Services are confidential and no information is shared with school personnel without explicit written permission.

What if a student refuses to meet with their mental health treatment provider? Student voice and choice supersede the wishes of adult referrers and providers, and participation in services is voluntary. In the event that a student is opting out of services, school professionals and the provider should collaborate in the referral by consulting with the student and parents/caregivers to explore a student's concerns and underlying needs.

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 and consult with one another regarding shared expectations and legal requirements. If an authorization for release of information is in place, the reporting therapist may provide this information to appropriate school personnel. It is possible, however, that a therapist may not deem it appropriate to share specific information with school staff. Once a therapist believes the information shared in session rises to the level of reporting, they will make appropriate decisions based on their own agency policies, supervision and consultation, and may not always follow the policies or procedures of the school. For more information, go to DPI's Child Abuse and Neglect Training.

### What should be in place to address the potential for physical harm to a therapist or property during a student's treatment?

It is recommended that the MOU address how destruction of property and/or physical injury to a treatment professional will be addressed. Local district policy should dictate steps associated with destruction of district or school owned property. At the same time, it should be understood that therapy is often a very dysregulating environment for students, as they work through challenging situations. While this dysregulation can lead to aggression, it is also important that students are not punished for behaviors as the result of the therapeutic process. Community therapists might consider securing sufficient insurance policies to cover potential loss of personal property or clinic property.

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 should explore with a mental health provider/agency what coverage they carry as to on the job accidents/injury.

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### What are some of the key functions for a Mental Health Coordinator that ensures good collaboration and care for students with community providers?

Although a mental health provider provides mental health treatment services to students in the school setting, the provider will need support from the school to operationalize services. It is recommended that the school designate a staff person to assist with coordinating some of the activities that support student access to treatment services. Some of the tasks that may need to be completed by an appointed school staff member include:

- Assuring that there is a confidential space for the mental health provider to provide services in the school building
- Alerting the mental health provider of a student's absence on the day of their appointment
- Assisting with creating the process of how student will leave and return to the classroom to attend the therapy session with the mental health provider
- Setting up collaboration sessions with the school staff, mental health provider, parent/guardian, and student for care coordination
- Address any issues with school testing or field trips that may conflict with therapy sessions
- Some mental health providers will schedule certain days and times that they will be providing services in a school setting. This type of model may require school staff to schedule appointments for students during the agreeable upon day(s) and time(s).
- As noted above, the vast majority of these services are not billable to insurance and would require funding at the school level.

It should be noted that these responsibilities are sometimes managed by someone with the title "mental health navigator." The title of "mental health coordinator" or "mental health navigator" can hold a range of meanings that varies by district. See <a href="WI DPI">WI DPI</a> <a href="School Mental Health Referral Pathways">School Mental Health Referral Pathways</a> for more information.

### What guiding data questions can improve your school-based mental health initiative?

Data is an essential component of Community/School partnerships. Data representing student and programmatic outcomes helps to tell the story of the partnership to the community, creates opportunity for funding, and also provides a foundation for data driven decision making. Some considerations for building data collection into your program are:

- What data will be collected by school personnel and partner providers to measure progress towards desired outcomes of the collaboration?
- What data points already exist, and what data points need to be created to represent the current impact on both the human and logistical sides of the partnership?
- What story does your data tell about your program to funders, school personnel and families?
- How will data outcomes be used to guide future programming decisions?
- Who will be responsible for data collection?

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- Where will this data be stored to ensure HIPAA and FERPA compliance?
- How will it be shared- is there a data sharing agreement in place?
- How and when will the collaboration be reviewed to determine if it is meeting the identified goals and needs for partners?
- How will you ensure that a diverse population will have input (school staff, families, and students) and ability to participate in the evaluation of the services?
- Who is responsible for data analysis?

⊕ Back to top
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 20

### Appendix A: Key Questions When Developing an MOU

Key Community Provider Partnership Considerations		
Questions:	Notes:	
Establishin	g Purpose	
What are the goals of this collaboration?		
What are the expected outcomes of this collaboration?		
Defining	Roles	
What are the roles/responsibilities of the clinician, considering:  Individual, family, group therapy Social skills training or coaching Substance abuse counseling Psychological evaluations Consultation, training, and teaming with school staff (including being a member of the school mental health team) Information sharing with family and school, as appropriate, and with required signed releases Visit student homes or community agencies Provide prevention and early intervention services		
<ul> <li>What are the roles/responsibilities of the school district, considering:</li> <li>Provide private space, locked filing cabinet, and dedicated phone line for each clinician</li> <li>Provide supplies, materials, and office equipment</li> <li>Maintain a mental health team to triage referrals</li> <li>Maintain confidentiality of referrals, regardless of referral source</li> <li>Use agreed upon referral format</li> <li>Work to resolve issues that arise from confidentiality requirements so that all staff can best support the student</li> <li>Assessment (screening, diagnosis, and intervention planning)</li> </ul>		

<ul> <li>What are the supervision responsibilities of the community partner, considering:</li> <li>Provide supervision and support for mental health clinicians that complies with Wisconsin statutes.</li> <li>Hire and supervise one or more clinicians who will work in participating schools</li> <li>Report incidents to the school and work with school to resolve conflicts</li> <li>Provide monthly reports to school on services provided</li> </ul>			
Procedural Co	nsiderations		
What training will the school provide to partners (school procedures, emergency procedures, Trauma Sensitive Schools, etc.)?			
What procedures will the provider follow to communicate with school staff and vice versa to ensure streamlined services and treatment planning?			
How will urgent mental health needs be addressed when the provider is virtual?			
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 that provide a confidential and inviting environment for treatment?			
Which youth will be identified and how will they be identified for referrals to services?			
Who will follow-up to assure services were accessed?			
What will continuity of care over the summer months look like?			
How will the availability of school-based services be communicated to staff and to parents and youth?			
Legal Considerations			
How will authorizations for release of information be handled?			

What procedure will be in place to ensure confidentiality of mental health records (not part of school records)?		
How will parties involved ensure adherence to mandatory reporting laws?		
Evaluatio	n / Data	
What data will be collected by school personnel and providers to measure progress towards desired outcomes of the collaboration? Where will this data be stored? How will it be shared?		
How and when will the collaboration be reviewed to determine if it is meeting the identified goals and needs for partners? How will school staff, families, and students participate in the evaluation of the services?		
Logistical Considerations		
What procedure will the provider follow for reporting their schedule to the school, including vacation time?		
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?		
Are all involved parties (school district and community partner) listed in MOU, including key personnel names and contact information for each partner?		
Special Considerations: Teletherapy		
Where will the school provide confidential space for telehealth appointments? Who should a provider contact if physical intervention is needed? In the event of an emergency (suicidal ideation, self-harm, etc.), what is the protocol for communication and on-site response? How will the provider/school address students who leave a session or turn off the telehealth device, etc.?		

⊕ Back to top
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What equipment will be provided to ensure high quality internet connection and access to the HIPAA compliant platform of the provider?	
How will the provider and school work together to determine whether/when telehealth is an appropriate alternative and how will the student and family be engaged in decision-making regarding the modality for treatment? What ages are most appropriate for telehealth services?	

### **Appendix B: Sample MOUs**

Please note that DPI and the Coalition do not endorse any specific MOU.

Districts and providers 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	d into on this	day of	<b>,</b> 20, by and
between the	School Di	strict ("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

⊕ Back to top
 ■ 25

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 CRF 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

⊕ Back to top
 ☐ 26

- 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) <u>Independent Provider</u>. 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

⊕ Back to top
 ☐ 27

herein.

- (b) <u>Rights of Provider</u>. Provider shall have the right to perform work for others as long as Provider fulfills Provider's obligations hereunder.
- Taxes of Provider: Indemnity. Provider shall pay and report all (c) 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

⊕ Back to top
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 29

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		

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## Please note that DPI and the Coalition do not endorse any specific MOU. Districts and providers 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.

⊕ Back to top
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### 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:
  - o 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.
  - o Our schools provide a safe and secure environment.
  - Every member of our community has value in the education of our students.
  - o All students, regardless of their diverse learning abilities, can learn and achieve to their maximum potential.
  - o 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.
- Comply with all requirements of a school branch office that includes:
  - 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.
- 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.

⊕ Back to top
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#### 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.
  - 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.

⊕ Back to top
 ☐ Back to top

- 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 <u>08-01-2016</u> to <u>08-31-2017</u>.

# 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

⊕ Back to top
 ☐ Back to top
 ☐ Back to top

#### Please note that DPI and the Coalition do not endorse any specific MOU.

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

# MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN SEEDS OF HEALTH AND [PROVIDER], INC.

This agreement is entered into on the 14th day of July, 2023.

#### 1) PARTIES TO AGREEMENT

This Memorandum of Understanding represents the agreement between [Provider] ("Provider") and Seeds of Health, Inc. ("the District") to provide mental health consultation, trauma informed care training services and co-located outpatient clinic services for [School] ("School").

# 2) PURPOSE OF AGREEMENT

The purpose of this memorandum of understanding is to delineate the relationship and the duties and responsibilities between Provider and the District. It is the intention of Provider to provide training services and ongoing mental health consultation via classroom based and child- specific recommendations based on the observations within the classroom, small group intervention, teacher support, parent communication, and observations throughout the school and the findings of any members of his/her treatment team. Provider will establish a clinic branch office within the School to provide direct, insurance reimbursable services for individual students and families. The treatment team is defined as the group of individuals who may provide support for the child (for example child's teacher, therapist, case manager, school counselor or school psychologist, etc.). Consent for contact between Provider staff and the treatment team will be documented through the School's signature on the Authorization for Release of Information Form (ROI).

#### 3) TIME PERIOD OF AGREEMENT

This agreement will remain in effect between August 1st, 2023 – July 31, 2024. Training Services will take place at a date to be determined.

# 4) INSURANCE AND INDEMNIFICATION

Provider agrees that it will indemnify the District against any loss, damage, costs or expenses which may occur or be required to be paid because of any claims, expenses, personal injury, death or property loss resulting from or relating to the services provided by Provider or arising out of, any claim made by any third party with respect to the Services or any work product provided as part of the services, or any misrepresentation made in, or breach of the terms or warranties of, this Agreement, including without

⊕ Back to top
 ☐ Back to top

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 of creation of such work product. The District will defend, indemnify and hold Provider harmless from and against every demand, claim, loss, liability or damage of any kind by reason of, arising out of, or in any way connected with: the District's breach of any representation or warranty contained in the Agreement; breach of the Agreement; and/or the District's or any person acting on behalf of the District, negligent acts or omissions in carrying out this Agreement.

Provider shall, during the term of this Agreement, maintain, at his/her own expense, all necessary insurance, including but not limited to malpractice insurance, general liability insurance, and professional liability insurance. Provider will provide proof of liability insurance coverage for no less than \$1,000,000 per occurrence with the District as a named insured. 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.

#### 5) 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 the Provider render him/her unfit or unable to perform the Services, this Agreement shall immediately terminate. Current copies of Wisconsin clinical licenses shall be prominently displayed at the school branch office. All Providers will provide treatment within their scope of practice.

# 6) 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.

#### 7) TRAINING SERVICES AGREEMENT

- (a) Provider Services. [Provider] agrees to provide to Organization the following services (the "Services"):
  - Trauma Sensitive Schools training.

Services shall be provided in accordance with all applicable federal and state laws, rules and regulations and the applicable policies and procedures of Organization, written copies will be provided to [Provider] upon request.

#### (b) **Expectations**.

i. [Provider] agrees to provide personnel ("Trainer") to

- 1. Provide training to Organization on dates to be determined.
  - ii. Organization agrees to:
    - 1. Provide all necessary audiovisual equipment including, if applicable, a virtual platform.
    - 2. Make paper copies of all materials available to participants or will provide them electronically in a pdf format.
- (c) **Effective Dates.** This Agreement shall be effective as of the date first written above and continue through the latter of (i) the date on which final payment of any amounts due from Organization is made to [Provider], (ii) the date on which delivery of the Program is complete; and (iii) such other date that may be mutually agreed upon by the parties.
- (d) **Cancellation Policy.** In the event Organization needs to re-schedule the Program after this agreement has been signed, [Provider] will work to identify a mutually agreed upon alternate date. In the event that no mutually satisfactory alternate date can be found, and the Program must be canceled, [Provider] reserves the right to assess up to 50% of the total contracted amount. Organization will also be responsible for any other additional charges incurred such as nonrefundable travel commitments made prior to cancellation. In the event Organization cancels the Program within one week of course start time, Organization will pay [Provider] 100% of the Program Cost. If the Program is canceled, all materials developed for the Program shall be retained by [Provider].
- (e) **Intellectual Property**. All [Provider] written, printed or visual materials used to provide the Services ("Content") is the sole property of [Provider] and may only be used in accordance with the terms outlined in this Agreement. Any [Provider] Content used during the training process shall not be re-distributed by Organization without the written permission of [Provider]. Organization will not modify, alter, or reproduce any Content without express written consent from [Provider].

# 8) **EQUIPMENT, SPACE, RECORDS, FEES**

- a) Equipment Provider shall provide, at no cost to the District, all equipment and/or supplies necessary for Provider to perform the Services. District will provide basic office furniture to allow for delivery of services.
- b) **Space** District will provide space within the school for use as a branch office. District will provide cleaning and maintenance of office space within the school. The privacy and confidentiality of students and family members will be preserved. Client Rights information will be displayed at each branch office site.
- c) **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. 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.

- d) Notice 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 the Clinic Services are not school sponsored. District may access the clinic branch office without notice for cleaning and maintenance
  - (e) Fees The total amount to be paid by the District to the Provider is \$XXX.

#### Provider will provide:

- 2 half day training sessions at \$XXXX per session for a total of \$XXXX.
- Mental Health Consultation for X hours per week for a monthly fee of \$XXX.

Month of Service	Amount to be Paid
Aug. 2023 (2 weeks)	\$XXX
September	\$XXX
October	\$\$XXX
November	\$XXX
December	\$XXX
January 2024	\$XXX
February	\$XXX
March	\$XXX
April	\$XXX
May	\$XXX
June (2 weeks)	\$XXX

Provider staff absences will be made up as possible. Absence due to school holiday, professional development day or school closures will not be made up. Absences due to required trainings and staff development will not be made up.

Invoices will be sent by the 10th of each month for Mental Health Consultation services rendered for the previous month. Training Service fees shall be payable within 30 days after receipt of invoice. All invoices shall be electronically delivered to xxxxx. All payments to be made hereunder shall be delivered to the delivery information listed on the applicable invoices.

f) Clinic Branch Office District shall provide Provider with access to an adequate facility within the school to provide the Services to student(s) in the District. Provider shall not be required to pay fees to the District related to the use of the District's Facilities. The extent Provider charges a student (or

parent/guardian) for the Services provided shall be the sole revenue of the Provider; the District shall not be involved in any recordkeeping or collection thereto. The Provider is not responsible for operational costs (such as utilities) related to their use of the District facility. The Provider will not be charged rent for use of the District's facility.

(g) **Hours of Access** District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District to avoid interfering with the operations of the District. General hours of operation are 8:00am to 4:30pm or in alignment with the school day. 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.

#### (h) Services

- (i) Provider will provide Mental Health Consulting as identified by District and Provider, which may include observations and recommendations; coaching and side by side facilitation of Trauma Sensitive Schools practices; attendance at MTSS (Multi-team system of support) meetings; assisting schools with identified mental health implementation. Services may be delivered in-person or virtually.
- ii) Provider will provide written mental health recommendations for the classroom and individual child specific recommendations as needed. Provider shall provide a verbal explanation of recommendations with the School, Treatment Team and Child (when appropriate) during consultation hours.
- iii) Provider will support the School and treatment team in creating a plan for implementation of the recommendations. The District and Provider will collaborate to create an annual report on client outcomes and parental feedback for the Services provided during consultation and via the Clinic branch office.
- iv) Provider will follow school rules, including participation in emergency drills and safety procedures.
- v) Provider will provide trauma sensitive schools training on dates to be determined.

#### 9) STAFF AND RELATIONSHIP

a) Independent Provider Provider guarantees that all staff assigned to or working with the District have had a background check completed prior to being onsite at District schools, and that the background has been approved/cleared. Provider shall act as an independent contractor, 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, expect as otherwise provided herein.

- b) **Independent Contractor**. None of the provisions of this memorandum of understanding are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.
- c) **Assignment**. No party shall assign this Agreement, nor subcontract with any other person or entity to provide services hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.
- d) **Rights of Provider** Provider shall have the right to perform work for others as long as Provider fulfills Provider's obligations hereunder.
- e) **Taxes of Provider** Provider shall pay and report all applicable taxes and fees, including without limitation federal, state, and local income tax, withholding social security, Medicare and similar taxes and unemployment insurance, if applicable given Provider's non-profit status. Provider acknowledges that because Provider is not an employee of the District, the District will not provide Provider with any benefits of employment.
- f) **Non-assignment of Rights or Obligations** Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered between Provider or the District.
- g) 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 officer, or agents, except as required by law.
- h) Adherence to School Policy and Procedures and Response to Crisis
  Provider therapists are guests in the school and are expected to follow school policy
  and procedures, including all emergency drills and applicable crisis processes. When at
  all possible, schools are expected to inform Provider therapists of drills so students can
  be returned to class prior to any drills. Initial review of emergency procedures is
  included in first walk through with therapist and district staff. At initial intake
  appointment, the Authorization for Release of Information Form ("ROI") for the District is
  obtained to allow basic information exchange with regards to emergency situations,
  crisis response and reporting of suicidal, homicidal or threat statements. This is
  explained and shared with a legal guardian and youth prior to signing the ROI. All
  therapists will comply with mandated reporter requirements and have annual training
  around the rules of mandated reporting. Each school determines best mode for
  communicating crisis-situation, which includes calling the office, use of a school

⊕ Back to top
 ■
 44

provided walkie-talkie, or text to identified school administrator. Therapists do not participate in any school-initiated restraint or seclusion of students.

- i) **Supervision of students** Elementary school students transitioning from classroom to school Clinic office must be within sight of an adult at all times. Student transport is determined by each school as to preference. The student may be walked to the Provider offices by a teacher or aid. The therapist may walk to the classroom and escort the student to Clinic offices. Middle School and High School students are transported at the discretion of the school. Middle and High School Students may be given a pass to come to the Provider offices or may be called down to the main office by intercom or phone. Students requiring adult supervision may be transported by school staff or therapist as preferred by school and student.
- j) **Non-Exclusive Relationship** District may enter into an Agreement with another individual/entity to provide similar (or the same) services to students in the District, as those provided by Provider. The District has no obligation to notify Provider, in writing or otherwise, upon entering such as Agreement with another individual/entity.

#### 10) CONFIDENTIALITY, COMPLIANCE WITH STATUTES AND REGULATION

Both parties will comply with all applicable statues, 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 in compliance with 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. 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. The Provider and the District recognize the responsibility to keep all organizational and child information confidential and secure and agree to comply with all relevant State and Federal laws and regulations. Such information may not be re-disclosed without consent. The District will also provide reasonable access to the Clinic's branch offices within the District to representative(s) 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.

Back to top

45

#### 11) MODIFICATION AND TERMINATION

It is mutually understood and agreed by the parties that this Agreement can be modified at the discretion and agreement of both parties through attachment of an addendum to this MOU signed and dated by each party by written instrument only.

It is agreed that if any provision, or part of a provision, of the 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.

It is mutually understood and agreed by the parties that the Agreement can be terminated at the discretion of either party with 60 day written notice. Management of disagreements between Provider and District are to be addressed by both parties through collaborative meetings and plans for improvement if needed. The request for either party to terminate this agreement must be submitted to the other party in writing 60 days prior to the desired date of termination. Termination does not release the District from its obligation of payment for services provided prior to termination.

# 12) **NOTICES**

All notices and correspondence required or permitted by this Agreement shall be in writing and addressed as follows:

District:

Provider:

#### 13) **MISCELLANEOUS**

- (a) **Nondiscrimination.** All Services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, or national origin. In addition to any other requirements of law, neither [Provider] nor Organization shall discriminate against any employee, applicant for employment, student, or applicant for registration because of age, race, religion, color, handicap, sex, sexual orientation, or national origin in the performance of their obligations under this Agreement, including, but not limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Notices will be posted in compliance with applicable state and federal laws in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause, as required by law.
- (b) **Wisconsin Law**. The laws of the State of Wisconsin shall apply to the interpretation of this Agreement. The invalidity of any portion of this Agreement shall not affect the other provisions of this Agreement.

(c) **Agreement.** This Agreement contains the entire understanding between the parties relating to the subject matter hereof, superseding all prior representations, agreements, negotiations and understandings between the parties and no statement or representation made by either party shall be binding upon the other except as set forth in this Agreement or in a written amendment hereto signed by the parties.

I grant permission for [Provider]to list my organization on their website as a client. Yes • No •

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

Agreed and Accepted by:

Provider District

Signature Signature

Printed Name Printed Name

Title Title

Date Date

⊕ Back to top
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# **Appendix C: Sample Release of Information Form**

Student Name:			Date Of Birth:	
Name of Parent/guardian:				
Address:				
City:	State:		Zip Code:	
Phone Number:		Email:		
I, [Name of parent/guardian]				hereby
authorize information from [Name of LEA] to be released to [name of agency]				
for the purpose of coordinating care.				
Additionally, I hereby authorize the following institutions				
to release information concerning the above student to [name of LEA].				
This release will automatically terminate	on		unless previously re	evoked or
Extended by me, the undersigned.				

The types of information that can be released include: (check all that apply)

The types of information that earlibe released monage. (Greek all that apply)					
Education	Juvenile Justice	Health/Mental Health			
<ul> <li>€ Grades</li> <li>€ Attendance records</li> <li>€ School Discipline records</li> <li>€ IEP/504</li> <li>€ Psychoeducational evaluation</li> <li>€ Other:</li> </ul>	<ul> <li>€ Probation history</li> <li>€ Court Records</li> <li>€ Detention records</li> <li>€ Programs attended</li> <li>€ Pre-trial services</li> <li>€ Other:</li> </ul>	<ul> <li>€ Mental health screening</li> <li>€ Mental health intake</li> <li>€ Summary of mental health services plan, progress, and compliance</li> <li>€ Discharge summary</li> <li>€ Child protective services history</li> <li>€ Human services records</li> </ul>			

⊕ Back to top
 ← Back to top

Date