

# Sample Memorandum of Agreement

## Mem**orandum** of Agreement Between (insert your school district’s name here) and (insert here the name of the mental health agency)

This agreement is entered into as of (insert date) between the (insert your school district’s name here) (hereinafter referred to as “the District”) and (insert here the name of the mental health agency) (hereinafter referred to as “the Center”).

Whereas, the Center agrees to support the goals and objectives of (insert here the name of your Comprehensive School Mental Health Program); and

WHEREAS, the Center provides a range of services for persons experiencing symptoms of mental illness; and

WHEREAS, the Center provides outpatient mental health services to children and adolescents and maintains an outpatient clinic for that purpose at (insert the address of the outpatient clinic); and

WHEREAS, for the simplicity of language in this MoA the terms “child, children, and youth” include all children up to the age of 18; and

WHEREAS, the Center recruits and employs clinical staff who are trained to assess and provide counseling services to children who are experiencing mental health or behavioral health problems; and

WHEREAS, the District enrolls and provides educational services to children from the greater (insert the name of your county or catchment zone); and

WHEREAS, the District seeks to bring child mental health/behavioral health services into its school facilities to increase student and family access to such outpatient services; and

WHEREAS, the District seeks to increase its access to mental health/behavioral health consultation by having trained children’s mental health/behavioral health professionals available in the District’s selected campuses;

NOW THEREFORE, the Center and District agree as follows:

### I. The Center agrees:

1. To hire and employ (insert number here) qualified Mental Health/Behavioral Health professional staff (who possess a master’s degree in the social sciences and mental health/behavioral health counseling experience) who will be clinically supervised by the Center’s (insert role here) who has a master’s degree in the counseling field and is a state-licensed professional counselor. These staff will subsequently be referred to as School Mental/Behavioral Health Counselors (SM/BHC). These employees are the sole employees of the Center and have no employment relationship of any kind with the District.
2. To assign the above SM/BHCs to provide full-time services at the District-designated school facilities.
3. That the SM/BHCs will accept service referrals from the District’s (insert role here) for assessment, treatment planning, and ongoing counseling/skill building services to be provided at the District-assigned facility.
4. That the SM/BHCs will each build a caseload of approximately 25-30 children during their assignment at the District facility. Actual caseload numbers will vary based on the severity of the mental health/behavioral health symptoms of the children served, but at no time will the caseload exceed 35 children per SM/BHC.
5. That the SM/BHCs will be capable of providing the following services (actual services provided will be based on the needs of the individual children referred to the SM/BHCs):
* Intake and assessment of a child’s mental and behavioral health symptoms/problems
* Enrollment of the child in the Center’s electronic medical record (EMR); all child EMRs are the exclusive property of the Center and information from a child’s EMR can only be released to the District with proper authorization
* Treatment plan formation
* Provision of individual and group counseling
* Provision of referral services to the Center’s Child Mental Health Clinic
* Provision of focused skill-building services for individuals and groups, including reducing maladaptive behaviors and teaching improved social skills and coping strategies
* Crisis evaluation and intervention services
* Consultation services for District-designated staff
* Obtainment of parental consent for SM/BHCs to communicate with District-designated staff. This authorization will include permission to report to the District regarding the quantity and type of services received for grant purposes and for continuity of care between the Center and the District
* Other services mutually agreed upon by the District and the Center
1. To cover the SM/BHCs and their services under its general liability/malpractice insurance policy.
2. To complete the data forms needed by the District for project monitoring, evaluation, and the coordination of services with other entities.
3. By no later than (insert date) to begin submitting billing requests to third-party payers for the services provided under this MoA that are eligible for reimbursement.
4. To invoice the District on a monthly basis for expenses incurred for services provided under this MoA. After (insert date), the Center agrees to subtract any fee revenue earned by services provided under this MoA from the incurred expenses to be invoiced to the District, prior to submitting the invoice for payment.

### II. The District agrees:

1. To provide a base office space for each SM/BHC at (insert address) and to make available in each location where SM/BHCs are assigned to provide services a private space where SM/BHCs can meet with referred students, their families, and school personnel in a manner that insures the confidentiality of the information exchanged. This private space will be equipped in a manner that supports the use of a laptop computer and a small printer.
2. To give each of the SM/BHCs a District identification badge that provides the SM/BHCs with ready access and freedom of movement within the facility.
3. To make referrals to the SM/BHCs through the District’s (insert role), who will be the primary communication conduit between the SM/BHCs and the District. The school counselors will attempt to obtain a release of information from the child’s parent that would enable the information exchange needed between the SM/BHCs and appropriate District personnel.
4. To allow the SM/BHCs to attend appropriate District orientation, training, and coordinating meetings to enable the SM/BHCs to become familiar with the District’s cultural and behavioral approaches to managing students with problem behaviors and to fostering a positive school climate.
5. To enable the SM/BHCs to have access to classrooms to observe the children referred to the SM/BHC in the classroom environment.
6. To give the SM/BHCs access to copying equipment so that they may copy documents needed for their records and reproduce materials for use with the children and families they serve and for use in providing consultation and training to District staff.
7. To give the SM/BHCs access to purchasing lunch in the school’s cafeteria.
8. To reimburse Center invoices within 30 days of submission for payment.
9. To fund the costs involved with the placement of (insert number) SM/BHCs at District facilities from (insert date) through (insert date) according to the attached budget (Attachment A), with payments not to exceed (insert dollar amount) for the period of this MoA, unless the Center and the District mutually agree to amend this MoA to increase the maximum amount.

### III. The District and the Center mutually agree:

1. That the term of this MoA shall be from (insert date) through (insert date) unless the Center and the District mutually agree to amend this MoA to modify the term.
2. That the District’s (insert role) will serve as the District point person for coordinating the provision of services by the SM/BHCs.
3. That the SM/BHCs will be based at (insert name of the location), and will travel from that location to the school(s) that their assigned students attend. Each SM/BHC will have a primary school that the majority of his or her referred students attend.
4. The Center will purchase and maintain a laptop computer, air card, and inexpensive printer to be used by the SM/BHCs to access the Center’s EMR system and to support documentation needs at the assigned locations. The District will reimburse the Center for these items as outlined in the budget in Attachment A.
5. To draft and sign student information exchange agreements within each organization’s legal authority to do so.
6. To the extent permitted under the laws of the State of \_\_\_\_\_\_\_\_ to mutually indemnify and hold harmless the other organization, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys’ fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the nonperformance or the negligent performance of the other party’s obligations under this MoA.
7. This MoA may be amended in writing at any time by mutual agreement of the parties to this MoA. Mutual assessment and evaluation of services shall occur during the period of this MoA and shall form the basis for decisions regarding the continuation and/or revision of services included in the MoA.
8. That either party to this MoA has the right to cancel this MoA for failure of the other party to perform in accordance with the terms outlined herein or in amendments hereto. If this MoA is cancelled for any reason, payment for services becomes payable within thirty (30) days from receipt of the final invoice or voucher submitted to the District. This MoA may be terminated by one party giving thirty (30) days written notice to the other at the address included herein.
9. This MoA shall be governed by and construed in accordance with the laws of the State of . This MoA document, with its attached budget, constitutes the entire MoA between the District and the Center. No additional terms or conditions shall become part of the MoA without the written consent of both parties and compliance with relevant state law.
10. That any written notice provided under this MoA or required by law shall be deemed to have been given and received when it is sent by registered or certified mail or hand-delivered to the other party of this MoA. The official recipients of such notices shall be as follows:

(insert here the name and address of the District recipient)

(insert here the name and address of the District’s Assistant Superintendent)

(insert here the name and address of the Director or CEO of the mental health center)

NOW, THEREFORE, THE PARTIES TO THIS MOA DO AGREE TO ITS TERMS AND CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THE SIGNATURES BELOW:

(insert here the name and title of the Superintendent of Schools)

Witness

Date

(insert here the name and title of the Director or CEO of the mental health center)

Witness

Date