

Memorandum of Understanding
Between Baldwin-Whitehall School District
And
Pittsburgh Mercy School-Based Outpatient Program

The purpose of this Memorandum of Understanding between the Baldwin-Whitehall School District (hereinafter referred to as “the District”) and Pittsburgh Mercy (hereinafter referred to as “the Provider”) is to describe the responsibilities of each party in the development, implementation, and operation of the School-Based Mental Health Outpatient Services. The purpose of these services is to:

- Improve accessibility; provide opportunity to timely access to mental health services and treatment.
- Engage students and family members in mental health services offered by qualified clinical staff.
- Promote effective collaboration by interfacing with identified school pupil service professionals to improve student success when there is 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.
- Reduce and prevent suicidal ideation, behaviors and/or violence against others among school-age children by early identification and intervention.
- To provide outpatient mental health assessments for students that wish to being outpatient mental health treatment. Outpatient mental health treatment including individual therapy, family therapy and/or group therapy on school premises to identified students and bill such services to a third party (the student’s insurance).

NOW THEREFORE, The Provider and District agree as follows:

I. The Provider agrees:

- A. To maintain Outpatient Mental Health Licensure, with the District designated as a satellite site.
- B. To hire and employ qualified Mental Health/Behavioral Health Professional staff, hereinafter referred to as Therapists (having a master’s degree in the social sciences, plus mental health/behavioral health counseling experience) who are the sole employees of the Provider and have no employment relationship of any kind with the District.

- C. That the Providers will accept referrals from the District staff for assessment, treatment planning, and if appropriate for School Based Outpatient Level of care will provide on-going counseling/skill building services to be provided at the District assigned facility.
- If referral is not appropriate for School Based Outpatient level of care the provider will notify the referral source so that appropriate referrals can be made. Some examples include, but are not limited to, truancy, needing a higher level of care, high level of trauma therapy, intensive family therapy, or lack of family engagement.
 - If insurance is not able to be accepted this will be communicated to the referral source so that appropriate referrals can be made.
- D. That the Therapists will build their caseloads to the schools assigned within the district as appropriate referrals are received. The capacity in each school is dependent on need, the number of days per week a therapist is in a specific school, frequency/duration of therapy sessions as clinically determined by the therapist, and on the severity of the mental health/behavioral health symptoms of the students.
- If the caseload at the school increases, the Provider and the school will assess the need for an additional staff or additional days on site as appropriate and available.
 - If a therapist vacancy should become available the school based provider will remain in ongoing communication about the hiring and staffing process with the school.
- E. That the Therapists will be capable of providing the following services: (actual services provided will be based upon the needs of the individual student referred to the Therapist)
- Intake and assessment of a student's mental and behavioral health symptoms/problems, including a suicide screener;
 - Enrollment of a student in the Provider's electronic health record (EHR). All student EHRs are the exclusive property of the Provider and information from a student's EHR can only be released to the District with proper authorization;
 - Treatment plan formation;
 - Provision of individual, group and/or family counseling;
 - Provision of focused skill-building services for individuals/families, to include reducing maladaptive behaviors, and teaching improved social skills and coping strategies;
 - Attempt to obtain parental consent for Therapists to communicate with District designated staff;
 - Consultation and/or training opportunities for District designated staff at a contracted rate.

F. Make necessary referrals to psychiatrists, primary care physicians or other provider organizations as needed.

F. Insurance

- If a student does not have insurance the Provider will offer resources to the family to secure coverage per agency policy.
- In the event of an insurance lapse the provider will contact the family to discuss resources to reinstate insurance.
 - If the family is unable to obtain insurance the Provider will discuss resources to reinstate insurance, other payment options, treatment status, etc.
 - If no resolution is made per the Provider policy the student may be discharged from services. The provider will notify the student, family and School Personnel.

G. Discharge and Transition Planning:

- School Based Outpatient is a voluntary service and students/families can choose to end services at any time. In the event a student/family withdraws from services, the therapist will work with student to make appropriate referrals.
- When Mental Health/Behavioral Health symptoms improve students can make a successful discharge from School Based Outpatient Services. Therapist will provide resources to the student in the event they wish to seek services in the future.
- Should the student/family refuse and/or disengage from services the Provider will follow policy to take any necessary steps for discharge/transition planning.

I. To cover the Therapists and their services under its general liability/malpractice insurance policy.

J. That the Therapists will respect and adhere to District procedures (i.e. entrance and egress policies, operating hours, adherence to school rules, including participation in emergency drills, etc.).

II. The District agrees:

A. To assist the Provider in the development of policies/procedures specific to the delivery of services in a school setting (i.e. entrance and egress policies, ID badges, operating hours, adherence to school rules, including participation in emergency drills).

B. To provide appropriate office space, that was approved by the county and state, for

each Therapist that allows for privacy where the Therapist can meet with referred students, their families, and school personnel in a manner that insures confidentiality of the information exchanged. This private space will be equipped in a manner that supports the use of a landline phone and a laptop computer (with access to the internet).

- If, at any time, there is need to change the primary/secondary therapy room another state walkthrough must be completed to obtain approval for the space. The provider cannot provide therapy services if we are not in our approved space.
 - The District is responsible to be sure that the space and equipment shall be well maintained and must meet applicable Federal, State and local requirements for safety, fire, accessibility and health.
- C. To submit a referral according to the Provider policy, for assessment for mental health services.
- a. The referral at a minimum shall identify the rationale for the assessment and contact information for the family.
- D. To excuse students from class in order to attend therapy appointments.
- E. To create a system that allows school personnel to communicate, collaborate and coordinate care with the therapists in instances when a proper release of information is in place.
- F. To promote education on mental health issues for students and staff.
- G. To allow the Therapist to attend appropriate District orientation, training, and meetings so that the Therapist can become familiar with the District's cultural and behavioral approach to managing students with problem behaviors and approach to fostering a positive facility climate.
- H. To give the Therapist access to copying equipment for their use to copy documents needed for their records and to reproduce any materials utilized with the students and families served, or for consultation and training of District staff.

III. Crisis Response

- Provider Responsibility
 - It is important to know that School Based Outpatient Therapist is not a crisis response staff.
 - School Based Therapists are unable to provide any response to crisis

- situations for students not enrolled in their service.
- School Based Outpatient Therapist will follow the Provider protocol if a crisis occurs within a therapy session. If there is a crisis during the therapy session the School Based Outpatient Therapist will notify School Personnel as appropriate.
- District Responsibility
 - For student crises (i.e. suicidality, homicidally, reports of abuse/neglect, etc.) that occur outside of therapy sessions School Personnel will follow District protocols.
 - For students enrolled in School Based therapy, School staff will inform Therapist upon resolution of the crisis.

IV. Conflict Resolution

V. The District and the Provider mutually agree:

- A. That the Term of this MOU shall be from September 9, 2020 through June 9, 2021 unless this MOU is mutually amended to modify the Term.
- B. That the success of this service requires clear communication and solid collaboration, with an appropriate flow of referrals that promotes student access and supports the needed capacity of each therapist, making it a viable service within each school.
 - Communication regarding referrals should go through the following people at the provider and school district.
 Provider Pittsburgh Mercy Number: 412-323-8026
 School District _____ Number: _____
 - Communication regarding ongoing treatment collaboration should go through the following people at the provider and school district.
 Provider Pittsburgh Mercy Number: 412-323-8026
 School District _____ Number: _____
- C. To the extent permitted under the laws of the State of PA 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 or 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 other party's obligations under this MOU.
- D. This MOU may be amended in writing at any time by mutual agreement of the parties to this MOU. Mutual assessment and evaluation of services shall occur during the period of this MOU, and shall form a basis for decisions regarding continuation and/or revision of MOU services. District and Provider agree to meet with appropriate personnel and

review the terms of this agreement ongoing to ensure that such terms are being met, recipients are being appropriately identified and planned for in a timely manner and that conflict resolution is occurring as needed.

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

School District:

Superintendent/Designee Witness Date

Provider Agency

Outpatient Director Witness Date