

“School Mental Health Program” Development

CONTRACT BETWEEN

Safe Schools/Healthy Students Grantee

_____ School District

_____ Community Mental Health Center

This Contract is entered into on the ____ day of _____, 200__, by and between the parties listed above. The purpose of this contract is to: 1) implement a new school mental health (SMH) program in ____ schools in the school district (SD); 2) provide outcome reports related to the sustainability of the SMH program and collection of data in the SMH initiative; and to provide reports for the Safe Schools / Healthy Students Grantee, to the Community Mental Health Center (CMHC); and 3) otherwise further the purpose of the SS/HS Grant. Attachment One and Attachment Two are attached and incorporated in this Contract.

1 CMHC agrees to

- 1.1 Provide ____ SMH counselor(s) (SMHC) for the 2009-2010 school year and successive years thereafter. The SMHC will work full time at _____ (School).
- 1.2 The SMHC will develop and implement a SMH program providing mental health services on-site at the School. Specific duties are included in the MHP Roles and Responsibilities (attached).
- 1.3 Documentation will be provided to confirm performance of duties through the SS/HS school report module.
- 1.4 The SMHC will provide mental health services for clients including assessment, crisis services, individual/family/group counseling, independent living skills, and case consultation with various professional staff (e.g. mental health, school, family, etc.).
- 1.5 Crisis response from CMHC staff for the School and community.
- 1.6 Supervision and training of the SMHC.
- 1.7 Attend and participate in SMH SS/HS related meetings, trainings and retreats at SD, the CMHC and the School as deemed necessary.
- 1.8 Participate in school advisory team meetings to address needs of at-risk students with the school team.
- 1.9 CMHC agrees to abide by section 2.7.
- 1.10 The CMHC will provide services to individuals and families evaluated by the CMHC as being in need of mental health treatment or intervention. The CMHC will receive referrals for mental health services from the School, human service agencies, DJJ, other treatment providers, and families. The CMHC will prioritize the order of selection of individuals for care based upon CMHC policies and procedures. The CMHC will provide 100% of the SMHC's time to the School with the understanding that the SMHC is responsible to the CMHC for time for staffing, trainings, and mandatory meetings required by the CMHC. Mental health services for clients include assessment and crisis services, psychiatric services, individual/family/group counseling, in-home services when appropriate, and targeted case management and case consultation with various professional staff (i.e., mental health, School, human service agencies, nonprofit, etc.).
- 1.11 The CMHC SMHC will coordinate and/or provide additional services to the School

which may include faculty and staff in-service training, consultation to faculty and staff, classroom presentations, parent-teacher organization presentations and parent education training, critical incident debriefing and/or adverse incident response, program development consultation, miscellaneous administrative services, and reports as required by the SS/HS grantee regarding MH services provided.

2 SS/HS Grantee agrees to

- 2.1 Provide funding through the SS/HS Grant to the CMHC in an amount not to exceed \$_____ for Year One, and otherwise for the amounts specified in the Grant MH Budget for the remaining years of the Grant and contingent upon the employment of a SMHC providing SMH services on site at the school(s) and providing the above listed CMHC services.
- 2.2 Provide quarterly reports to the SS/HS evaluator as required and a copy of each report will be given to the CMHC Director for their records of the SS/HS grant partnership.
- 2.3 Handle the data collected in confidence and only report as aggregate data in reports.
- 2.4 Attend and participate in the SS/HS grantee related meetings, provide training for the SMHC as needed for their participation in the evidence based interventions.
- 2.5 The Project Director of the SS/HS will meet with the CMHC supervisor on a monthly or quarterly basis as needed to consult and coordinate with the CMHC supervisor concerning SMH program development and offer technical assistance for SMHC staff and supervisors as needed.
- 2.6 Provide Technical Assistance and Training on an ongoing basis as needed.
- 2.7 Funding will be available to the CMHC each year of the SS/HS as CMHC is compliant with the requirements listed in this agreement. The CMHC will be responsible for using funds received from the SMH program to develop the SMH program on site at school. The CMHC must present a clear plan as to how the funds will be used and plans for sustainment of the SMH program upon the SS/HS grant completion.
- 2.8 The CMHCs will provide semi-annual fiscal reports to the SS/HS Project Director. As a result of the fiscal reports, the SS/HS Project Director and Core Management Team will assess the CMHC's use of funds to determine successful sustainability at grant end.

3 The School District agrees to provide the following support to the CMHC/SMHC

- 3.1 Adequate office space, furniture and equipment for the use of CMHC SMHC and other MH staff providing SS/HS Grant program services.
- 3.2 A school administrator to serve as a liaison to CMHC staff.
- 3.3 Limited secretarial support for taking phone messages and receiving mail.
- 3.4 Assistance in obtaining required signature(s) on CMHC's Parental Authorization for Release and Use of Information form so that information can be shared between CMHC and School in compliance with the Family Education Rights and Privacy Act and other applicable law.
- 3.5 Access to School staff for the purposes of sharing information, observing students, planning programs and other collaborative activities related to the SS/HS Grant and SMHC services.
- 3.6 The school will be responsible for complying with Health Care Financing Administration (HCFA) guidelines, including as applicable, the "Medicaid School-Based Administrative Claiming Guide" and related requirements.

4 Insurance

- 4.1 CMHC will maintain during the term of the contract workers' compensation as well as general and professional liability insurance for acts or omissions of its employees acting in an official capacity sufficient to cover liability claims under the state of _____ Tort Claims Act, Sec. _____ et seq. of the Code of Laws of (state) _____. Liability insurance will be "occurrence coverage" not requiring "tail coverage" secured through the Insurance Reserve Fund, State of _____ Office of Insurance Services as follows: General Tort Liability: \$300,000 per claimant and \$600,000 per occurrence with an unlimited aggregate. Medical Professional Liability: \$1,200,000 per occurrence with an unlimited aggregate for claims involving physicians with the same coverage amounts as general tort liability for claims not involving a physician. Nothing in this Contract requires that the CMHC indemnify, insure or hold harmless anyone else against any claims or disputes that may arise in the performance of this agreement or to waive any defenses, claims or immunities available to the CMHC, SCDMH or the State of _____.

5 Billing

- 5.1 The CMHC will bill all payor sources for (a) initial medical evaluations and assessments conducted to determine a child's health-related, not educational needs, and (b) "Direct Medical Costs." For purposes of this contract, "Direct Medical Costs" are defined as "medically necessary" services which are not listed on a student's Individual Education Plan and often referred to as Supplemental, not Related, services. Billing by the CMHC will comply with the policies and procedures of the state MH Division of Financial Services. "Direct Medical Costs".
- 5.2 The CMHC, in accord with the SS/HS grant goal toward sustainability of school MH services at grant end and this contractual agreement, and award provisions, will reinvest revenues generated from the SMHC's services toward sustaining the SMHC in SS/HS target schools. In applying those "seed" provisions of the Grant, the CMHC will during the Grant term, provide an analysis of reimbursements obtained for MH services provided in the school to the SS/HS Project Director and discuss how funds generated by the SMHC will sustain the salary/fringe of the SMCHC within the four year grant.
- 5.3 Payment provision
- 5.3.1 The SS/HS Grantee in receipt of the Grant funds will make an annual full payment to the CMHC within 30 days of submission of an invoice by CMHC listing employment of a SMHC. The total funding will not to exceed \$_____ in Year One and otherwise for the amounts specified in the Grant for the remaining years of the Grant. Funding will continue over the four year period as provided in the Grant as noted below:
- 5.3.1.1 Grant Period: July 1, 2008 – June 30, 2009
- 5.3.1.2 Grant Purpose: School-Based Mental Health Counselor Services
- 5.3.1.3 Payment schedule:
- 5.3.1.3.1 \$_____ – Upon receipt of signed contract.
- 5.3.1.3.2 \$_____ – Upon satisfactory review of quarterly reports and successful outcomes for year 1, July 2009.
- 5.3.1.3.3 \$_____ – Upon satisfactory review of quarterly reports and successful outcomes for year 2, July 2010.
- 5.3.1.3.4 \$_____ - Upon satisfactory review of quarterly reports and successful outcomes for year 3, July 2011.

6 Contract Term

6.1 This contract will be for a term beginning July 1, 2008 and ending June 30, 2011. This contract is contingent upon SS/HS Grant funding. Either party may terminate this contract for cause after giving written notice to the other party.

CMHC DIRECTOR

CMHC SUPERVISOR

SCHOOL PRINCIPAL

SCHOOL DISTRICT SUPERINTENDENT

SS/HS PROJECT DIRECTOR

Attachment Two

MENTAL HEALTH COUNSELOR POSITION DESCRIPTION

DUTIES	% TIME
1. Provides an array of community mental health services in a school setting in a culturally competent manner. Clinical services to be performed, as privileged, will include, but will not be limited to, assessment, crisis management, individual, group, and family therapy, case Management to children, youth, and their families in accordance with Quality Assurance standards. Formulates plans of care and maintains accurate medical records, ensuring that documentation is in compliance with CMHC and Quality Assurance Standards.	55 %
2. Confers with school personnel in a consultative manner on issues related to children and adolescents in regards to mental health. Participates with school personnel in parent-teacher conferences and other designated school meetings to offer appropriate consultation, referrals, and mental health service as needed.	15 %
3. Participates in treatment team meetings/staffings and administrative meetings as designated; Adheres to Corporate Compliance, Fire and Safety, CARF and HIPPA standards.	10 %
4. Develops, arranges, and facilitates services for the assigned case load during periods when school is not in session, ensuring that services do not lapse during these periods of time.	7 %
5. Provides case management and coordination of services for children, youth and their families with other agencies such as social services, juvenile justice, alcohol and drug, developmental disabilities, etc. in order to facilitate the total treatment of assigned consumers.	5 %
6. Active participation in data collection and assimilation for reporting outcomes as requires for the Safe Schools/Healthy Students grant.	6 %
7. Performs other related duties as required and assigned by the supervisor.	2 %

Minimum qualifications: Master's Degree in Social Work, Counseling or other related field, 2-3 years experience in the field of clinical counseling. Candidate would be a licensed clinical professional (LCSW, LPC, LMFT, etc) or may be eligible for licensure as required by the state licensing entity.