

School Mental Health Sustainability

Funding Strategies to Build Sustainable School Mental Health Programs



How do System of Care Leaders Work with Community Agencies/Organizations to Overcome Challenges to Develop a Sustainable School Mental Health Program?

SERIES
3



Acknowledgments

Appreciation is noted for the contributions of Technical Assistance Partnership for Child and Family Mental Health staff, including Ken Martinez, Mental Health Content Specialist; Debra Grabill, Education Content Specialist; Laura Goodwyn, Research Assistant; Sandy Keenan, Education Content Specialist; Sharon Hunt, Deputy Director of Operations; Phil Esra, Editor; and Regenia Hicks, Director. We also wish to acknowledge our partnership with the National Center for Mental Health Promotion and Youth Violence Prevention. Special thanks are also extended to the many state grantees and communities that have shared their strategies to develop sustainable school mental health programs.

Description

About the Technical Assistance Partnership for Child and Family Mental Health

The Technical Assistance Partnership for Child and Family Mental Health (TA Partnership) provides technical assistance to system of care communities that are currently funded to operate the Comprehensive Community Mental Health Services for Children and Their Families Program. The mission of the TA Partnership is “helping communities build systems of care to meet the mental health needs of children, youth, and families.”

This technical assistance center operates under contract from the Federal Child, Adolescent and Family Branch, Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services. The TA Partnership is a collaboration between the American Institutes for Research and the National Federation of Families for Children’s Mental Health. For more information on the TA Partnership, visit the website at <http://www.tapartnership.org>.

Citation

Freeman, Elizabeth V. (2011). School mental health sustainability: Funding strategies to build sustainable school mental health programs. Washington, DC. Technical Assistance Partnership for Child and Family Mental Health.

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**Funding Strategies to Build
Sustainable School Mental Health Programs**

Series 3: How do System of Care Leaders Work with Community Agencies/Organizations to Overcome Challenges to Develop a Sustainable School Mental Health Program?

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Introduction

The purpose of the School Mental Health series is to provide system of care communities with information on developing sustainable school mental health programs. The series focuses on strategies to consider in working with community mental health agencies, both public and private, and provides options for consideration in building school mental health programs that serve children and youth with serious mental health needs.

The system of care initiative is Federally funded as the Children’s Mental Health Initiative (CMHI), through the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services. The purpose of the CMHI is to develop and build comprehensive community mental health services for children and youth with serious emotional disturbances and their families. System of care grants support the development and expansion of a coordinated system of care that integrates mental health services in the home, schools, and the community. System of care partnerships often include community mental health providers and local schools working to develop and implement a coordinated, comprehensive, culturally and linguistically competent plan of services, programs, and activities that focus on building supports that are readily available in the school, home, and community.

The system of care initiative focuses on a service delivery approach that builds partnerships to create a broad, integrated process for meeting the multiple needs of children and families. This approach is based on the following core values:

- Family driven
- Youth guided
- Cultural and linguistic competence
- Individualized and community based
- Evidence based

These core values are embedded in the system of care philosophy and shape the approach to individualized supports and services. System of care supports and services are:

- “1. Family driven and youth guided, with the strengths and needs of the child and family determining the types and mix of services and supports provided.
2. Community based, with the locus of services as well as system management resting within a supportive, adaptive infrastructure of structures, processes, and relationships at the community level.
3. Culturally and linguistically competent, with agencies, programs, and services that reflect the cultural, racial, ethnic, and linguistic differences of the populations they serve to facilitate access to and utilization of appropriate services and supports and to eliminate disparities in care.”
(Technical Assistance Partnership for Child and Family Mental Health, n.d.)

According to the Child Welfare League of America, a centralized focus of systems of care is on building the infrastructure needed to result in positive outcomes for children, youth, and families (Child Welfare Information Gateway, 2008). Partnerships with local schools can be a key feature of the system of care infrastructure and a means for developing convenient access to mental health services and supports.

The purpose of building school mental health programs is to develop a coordinated, comprehensive plan of evidence-based programs, activities, and services that address the various mental health needs of students, provide student/family supports and resources, and promote positive learning environments for all.

This series will focus on some key questions to consider in building sustainable comprehensive school mental health programs:

1. Why school mental health? What is the connection to system of care initiatives?
2. What are the challenges faced by school and mental health agency partnerships?
3. How do system of care community leaders work with community agencies/organizations to overcome challenges in developing a sustainable school mental health program?
4. What are some of the lessons learned from communities with experience in sustaining school mental health programs?

How do System of Care Leaders Work with Community Agencies/Organizations to Overcome Challenges to Develop a Sustainable School Mental Health Program?

Although schools and mental health agencies have different agendas (education vs. treatment), each has a wealth of professional skills that can be merged into a comprehensive system of programs, resources, and services that will positively affect the children, youth, and parents in our communities. School mental health program development must be built on the strengths of both education and community agencies, and system of care leaders must learn to navigate the local/state systems to gain financial support to maintain and sustain successful programs.

Within a school setting, the incorporation of systematic approaches across the mental health continuum is needed. This includes strategies to promote mental health, programs to reduce risk factors and enhance protective factors, prevention programs, early identification and intervention programs, treatment programs, and more intensive services for students presenting more significant needs (CSMH, 2007).

In order to build sustainable school mental health programs/services, the agency partners in the system of care governance body must work with local schools and mental health agencies to build the school mental health continuum of services. *“Education systems that integrate with a community system of care approach increase the accessibility of community-based mental health treatments. Systems of care facilitate the identification and early referral of youth who require services, increase school performance, reduce suspensions, improve school attendance, and decrease school mobility” (CSMH, 2007).*

The system of care governance body is composed of community agencies and organizations that address various issues related to mental health/substance abuse, and usually includes the following groups and agencies: youth and family representatives, school, mental health, substance abuse, health, juvenile justice, law enforcement, community non-profits, and cultural leaders. The composition of the agency partners in the system of care governance body not only reflects the number of child-serving agencies and organizations in communities, but also ensures the involvement of key partners with the resources to ensure that school mental health programs reflect system of care values and principles. The involvement of those with expertise in family and youth engagement and in culturally and linguistically competent services and supports is critical to the development of effective school mental health programs.

SERIES 3: How do System of Care Leaders Work with Community Agencies/Organizations to Overcome Challenges to Develop a Sustainable School Mental Health Program?

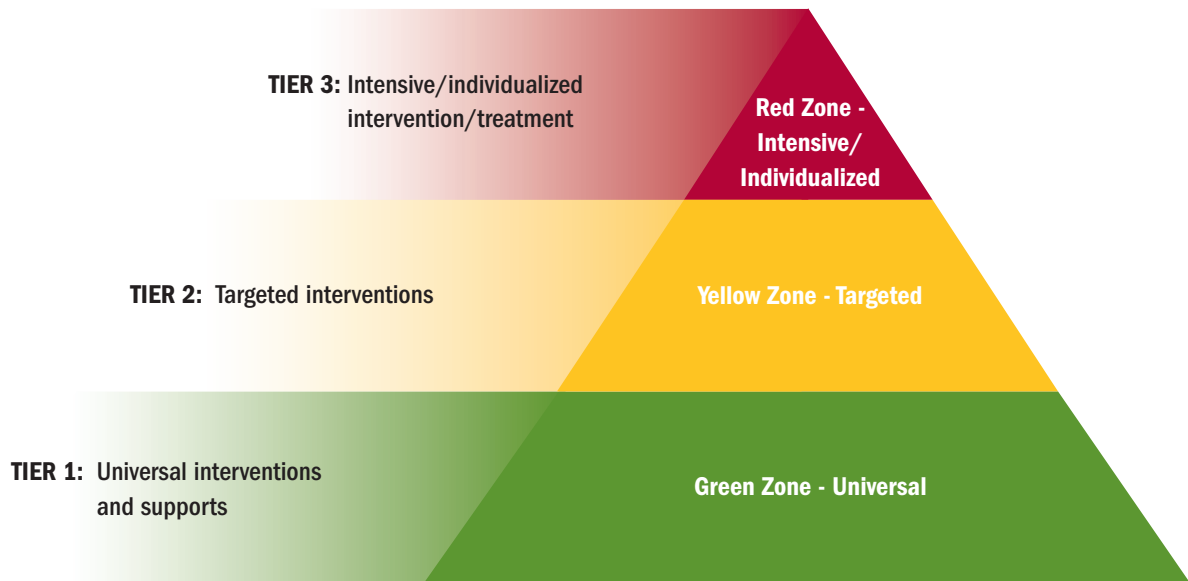
The agency partners in the system of care governance body will need to focus on three distinct areas of interventions provided in the comprehensive whole-school mental health program model, as noted in the triangle below:

Tier 1 – Universal interventions and supports (**green** zone)

Tier 2 – Targeted interventions (**yellow** zone)

Tier 3 – Intensive/individualized intervention/treatment (**red** zone)

For purposes of this discussion the three areas are designated by zones (e.g., **green** zone is the least intensive to the **red** zone that provides the most intensive interventions):



Green Zone: Universal evidence-based curriculum and interventions that address the whole school in order to address student needs and increase student achievement through promotion of a positive school climate and social-emotional learning strategies (e.g., Positive Behavioral Interventions and Supports, Olweus Bullying Prevention Program, Too Good for Drugs/Violence (TGFD/TGFV) , and Positive Youth Development strategies are listed in the section entitled “*Community Based Programs*”.

Yellow Zone: Targeted/early intervention programming for selected students. These interventions may include small groups that focus on various problem areas (e.g., anger management, grief and loss, social skill development, mentoring, skill building groups provided in after-school programs for students at-risk). A school counselor, school social worker or school resource officer may also provide short-term interventions such as one-to-one counseling or supervision for a peer mediation program.

Red Zone: Intensive/individualized intervention and treatment for students who have a mental health diagnosis and need a more intensive plan of treatment, including wraparound planning, substance abuse treatment, job coaching, mentoring, community service, family support, or assistance from a juvenile justice probation officer to remain in school and in the community.

The National Research Council Brief Report for Policymakers states the need to reach children and youth who have mental health diagnoses, and the importance of early intervention and treatment services. *“Almost one in five young people have one or more Mental Emotional Behavioral (MEB) disorders at any given time. Among adults, half of all MEB disorders were first diagnosed by age 14, and three-fourths by age 24”* (2009). Developing a comprehensive school mental health program is paramount if we want to reach students who have mental, emotional, behavioral disorders and provide appropriate treatment early in their childhood and adolescent years.

System strategies and approaches that support the school mental health promotion and prevention triangle include the following:

More Intensive Interventions

- Work with mental health state oversight agency and local mental health agency to develop systems to establish reimbursable funding streams to sustain effective/successful services
- Work with System of Care Advisory Team to develop community systems to use current funding streams for school mental health/substance abuse interventions and develop new funding streams
- Use program outcomes to inform and influence state/local governments toward funding to sustain school mental health programs/services

Prevention and Early Intervention

- Provide cross-training/professional development opportunities for school staff and mental health counselors
- (System of care leadership) Meet with local mental health agency to begin discussion on school mental health scope of work and contract development
- Develop a memorandum of agreement and/or contract to define the scope of work

Enhance Environment, Broad Mental Health Promotion

- Create a shared vision, missions, goals, and objectives for school mental health program
- Build mutual respect and trust between school staff and mental health partners
- Clearly define the roles/responsibilities of school staff/mental health counselor
- Develop a communications plan to share outcomes with all stakeholders

Strategies and lessons learned from successful school mental health programs—

1. Create a shared vision, mission, goals, and objectives for school mental health program

- a. Resource mapping
 - The school and agency partners in the system of care governance body will need to assess school resources (staff, programs) and community resources in order to determine potential school mental health services at the school level that can be incorporated into the school mental health program, and that could assist the school in development of a comprehensive school mental health model.
 - School, mental health agency, and agency partners in the system of care governance body will need to assess school and community funding streams to support school mental health services and/or programs.
- b. Developing a vision/mission for school mental health program
 - School, mental health agency, and agency partners in the system of care governance body review and align each entity's mission to support the development of the whole-school mental health model
 - School, mental health agency, and agency partners in the system of care governance body develop goals and objectives for school mental health program
- c. Evaluation: School, mental health agency, and agency partners in the system of care governance body develop measurable outcomes for school mental health program to determine whether program is meeting the goals and objectives

2. Build mutual respect and trust between school staff and mental health agency partners

- a. School, mental health agency, and system of care leadership (principal investigator and/or project director) meet on a regular basis to understand the language and concerns related to developing the school mental health program
- b. School, mental health agency, and system of care leadership work with all partners to solve problems and refine school mental health program (e.g., budget discussions, operations decisions, professional liability, confidentiality, information sharing)
- c. System of care leadership works with school and community mental health agency to introduce the school mental health counselor to the school, parents, and community
- d. School guidance counselor and school mental health counselor/mental health supervisory agency meet regularly to discuss current need of students, plan interventions, and solve school mental health program challenges
- e. School mental health agency provides consultation and education for school staff on mental health topics during teacher meetings, teacher planning periods, one-on-one meetings, and staff in-service days

3. Clearly define the roles and responsibilities of school staff and mental health counselor

- a. School, mental health agency, and system of care leadership work with school administrative staff (principal, guidance counselor) to define rules for engagement of school mental health counselor and program staff in the school mental health program

- b. School administration, mental health agency, and system of care leadership work with school guidance counselor to determine roles and responsibilities of school staff and school mental health counselor in school mental health program implementation
- c. Guidance counselor and school mental health counselor work together to develop school mental health program infrastructure. Some examples that require collaboration are as follows: determine referral protocol, appropriate mental health referrals vs. school guidance referrals, confidential office space for school mental health counselor, daily counselor schedule, understanding of difference in school schedules and appropriate times to provide consultation with teachers, planning student intervention team meetings, and appropriate times to obtain students from class for counseling
- d. System of care leadership works with school principal and guidance counselor to determine best avenues to introduce school mental health counselor to school staff, students, parents, and community members

4. Provide cross-training/professional development opportunities for school staff and mental health counselor

- a. School, mental health agency, and system of care leadership work with evaluator to survey each school to determine mental health topics of interest from school staff
- b. Evaluator discusses survey results with school, mental health agency, and system of care leadership to determine timeframe for professional development opportunities
- c. Guidance counselor and school mental health counselor work together to develop a yearly plan for professional development on mental health topics
- d. School mental health team and system of care staff attend professional development opportunities together, either on site at school or in the community, and invite school mental health staff to training opportunities from mental health agency and school district (e.g., training on evidence-based interventions, mental health topics of interest provided by school mental health counselor for guidance/intervention staff, cross-training professional development events)

5. Develop a memorandum of agreement and/or contract to define the scope of work for school/mental health agency

- a. The school district and mental health agency discuss school mental health scope of work and develop a contract
- b. The school district and local mental health agency enter into a contractual agreement specifying the type of services/resources to be provided by mental health agency and school district
- c. There are various types of possible school mental health contractual agreements between schools and mental health agencies.
 - School contracts with public mental health agency (e.g., agency obtains financial support through state and/or county funds). Typical funding streams include Medicaid reimbursement at a state designated service rate, Federal- or state-supported children's health insurance, county funds, etc.
 - School contracts with private mental health agency (e.g., financial support through private insurance funding streams)

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- School contracts with public health agency (e.g., financial support through Federal/state and/or county funds, health department, school-based health centers, hospitals, etc.)

Often school/community partnerships include contractual agreements to share the cost of service provision. Grant funding obtained by the school may provide “seed dollars” as start-up costs to develop school mental health programming. For instance, the start-up costs required for the mental health counselor’s full-time employment must be funded through the mental health agency in order for the mental health center to obtain funding for the position from reimbursable mechanisms such as Medicaid, insurance and other third-party payers systems. Over a period of time, the mental health counselor’s caseload will be sufficient to sustain their position. Each year the position cost is assessed by the school district and mental health agency to determine the contractual funds needed in successive years for reimbursable vs. non-reimbursable services.

Example:

- Year 1: mental health agency keeps a record of all services provided, reimbursements obtained from state/county/other funding streams, cost of school mental health counselors, overhead, etc. to determine program cost. As the amount of service reimbursements increase, the financial need for program development funding is decreased.
- Year 2, school district/mental health agency agrees to a decreased amount of funding based on a financial analysis.

The goal is for the mental health agency to obtain Federal/state/county reimbursements to fund the direct mental health service provision. The school district will fund the cost of non-reimbursable school mental health services (e.g., consultation with school administrative staff, parents, and other human service professionals as needed; classroom observations; professional development; etc.).

An example of a school mental health funding formula is provided in Appendix 1.

6. Work with mental health state oversight agency to develop systems to establish funding streams for school mental health programs

- a. System of care leadership invites state-level leaders (mental health and education) to be agency partners in the system of care governance body in order to provide advice and consultation on program development
- b. System of care leadership contacts the state agency that has administrative responsibility for children’s mental health/behavioral health services to schedule a meeting to discuss the school mental health program, present on program outcomes, and discuss potential sustainability options
- c. System of care leadership meets regularly with system of care evaluator and school district data manager to develop a system to collect data related to school mental health outcomes and report to agency partners in the system of care governance body and state leaders

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Some questions to ask from data:

- How many students are served in school mental health?
 - What types of professional staff are serving in the school mental health program?
 - Which services are reimbursable through a funding source? Which services are not reimbursable?
 - What are the outcomes from each level of programming—universal, targeted, intensive/individualized?
 - How are evidence-based model programs measured?
 - What measurement tool is used to determine individual functional outcomes?
 - What services are students being referred to in Tiers 2 and 3 of the whole-school mental health program model: targeted and intensive/individualized?
 - What are the system and functional outcomes for students served in school mental health program? Examples:
 - Functional outcomes: increased attendance in school, decreased discipline problems, decreases in anxiety, depression, attention problems, etc.
 - System outcomes: increase in referrals that result in mental health services, decrease in referrals that result in student placement in treatment facilities, decrease in students involved with law enforcement/juvenile justice agencies, etc.
 - Client (student) mental health data – Is the student progressing in treatment toward more positive outcomes? Are they functioning better in school, at home, and in the community?
 - What are the cost benefits to serving students in school mental health? Is less money being spent on incarceration, truancy, foster care, etc. in the county/district? Is there an increase in the school's student average for daily attendance? Request system of care evaluator to obtain various systems' state level data, then compare and analyze for any cost-savings to state systems.
- d. System of care leadership and state representatives from mental health and education discuss available funding sources or potential funding mechanisms to be developed to sustain school mental health services program. Develop a state/local committee to:
- Discuss available resources and gaps in resources
 - Review school mental health data to determine current funding streams and gaps in funding streams
 - Develop recommendations that may include adding other Medicaid and/or rehabilitative state funding codes to the current menu of services for school mental health to assist in sustainability efforts.
- e. SOC leadership/agency partners in the system of care governance body discuss school mental health funding needs with local city/county/private sector representatives, and options for local funding for school mental health programs. A discussion with community leaders, local government, local agencies and organizations, schools, families, youth, and advocates must take place to determine if development of systems to promote mental health in schools is a priority. System of care leadership/agency partners in the system of care governance body must determine the political will of the community to sustain effective school mental health programs.

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- f. SOC leadership and agency partners in the system of care governance body work with state/local representatives to determine the typical percentage of state/county budgets that are allocated for children/youth issues, and make recommendations for additional funding for school mental health.

Building sustainable school mental health programs and services within your community is possible. Just as building a house takes time, determination, commitment, creativity, resources, and the combined efforts of many skilled professionals to build a solid structure, the combined efforts of schools, parents, agencies, and organizations at both the local and state levels are necessary to build school mental health programs that effectively serve children, youth, and families. In the process of learning about each agency and organization, assessing your resources and service gaps, and creating partnerships at both the local and state levels, you will develop strategies for designing school mental health programs that meet the community's needs.

Resources

School Mental Health Funding Formula (Appendix 1)

Sample MOAs/Contracts (Appendix 2)

Medicaid Resources

- Websites of interest: State departments of mental health, substance abuse, education, and health and human services can be found online through Google. In each of these websites you can search for topics such as school mental health programs and Medicaid funding to learn about funding resources in your state. Example: Enter the web link, <http://www.hhs.gov/about/whatwedo.html> and enter in search box “Georgia Medicaid” and you will find links to the Georgia state plan and Medicaid information for that state.
 - Centers for Medicare/Medicaid Services, State Plan Medicaid Service Reimbursement, (<https://www.cms.gov/MedicaidRF>)
 - Department of Education, Medicaid Claiming Guide, (http://www.isbe.state.il.us/SPEC-ED/pdfs/medicaid_guide.pdf)
 - National Association of State Medicaid Directors, links to state Medicaid agencies, click on your state, (http://www.nasmd.org/links/State_medicaid_links.asp)
- Website resources to determine your state’s budget/allocation for children/youth mental health services
 - *Public Mental Health Service Funding: An Overview*, National Alliance on Mental Illness, January 2010, http://www.nami.org/Content/NavigationMenu/State_Advocacy/About_the_Issue/Funding.pdf
 - *Grading the States: A Report on America’s Health Care System for Serious Mental Illness*, NAMI, 2006, page 208, State Funding Report Table, http://www.nami.org/Content/NavigationMenu/Grading_the_States/Full_Report/GTS06_final.pdf
 - NASMHPD Research Institute, “Table 24: SMHA-Controlled Mental Health Revenues, By Revenue Source and by State, FY 2006,” <http://www.nri-inc.org/projects/Profiles/RevExp2006/T24.pdf>
 - For a copy of your state plan amendment, contact your state Medicaid agency or visit, www.cms.hhs.gov/MedicaidGenInfo/StatePlan/list.asp#TopOfPage
 - *Research Insights: Reimagining Federal and State Roles for Health Reform Under the Patient Protection and Affordable Care Act*, National Health Policy Conference in Washington, D.C., on February 3, 2010, <http://www.academyhealth.org/files/publications/ResInsightsReformRoles.pdf>
 - Henry J. Kaiser Family Foundation. “Health Reform Issues: Key Issues About State Financing and Medicaid,” Focus on Health Reform, May 2010, <http://www.kff.org/healthreform/upload/8005-02.pdf>
 - For more information about the S-CHIP program, see Kaiser Commission on Medicaid and the Uninsured, *Health Coverage of Children: The Role of Medicaid and CHIP* (October 2009), www.kff.org/uninsured/upload/7698-03.pdf
- National Association of State Mental Health Program Directors, state mental health agency listing, http://www.nasmhpd.org/mental_health_resources.cfm

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Nonprofit Organizations (websites that may be useful partners for school mental health functions)

- 4H Clubs, <http://4-h.org>
- Boys/Girls Clubs of America, <http://www.bgca.org>
- Communities In Schools, <http://communitiesinschools.org>
- United Way, Back to School, Education, “assisting individuals/families achieve their human potential through education, income stability and healthy lives,” <http://liveunited.org>

Technical Assistance and Support Organizations (Websites that are good partners beneficial to advocate for school mental health funding/sustainability)

- State/Community
 - Mental Health America (find in your community), <http://www.nmha.org>
 - National Alliance on Mental Illness, <http://www.nami.org>
- Federal
 - Substance Abuse and Mental Health Services Administration, <http://www.samhsa.gov>
 - National Assembly of School Based Health Care, School mental health resources, http://www.nasbhc.org/site/c.jsJPKWPFJrH/b.2642293/k.85AC/mental_health.htm
 - National Institute of Mental Health, mental health topics, <http://www.nimh.nih.gov/index.shtml>
 - National Association of School Psychologists; information for educators, students, families, <http://www.nasponline.org>
 - National Center for Mental Health Promotion and Youth Violence Prevention (NCMHPYVP), Education Development Center, Inc. *Realizing the Promise of the Whole-School Approach to Children’s Mental Health: A Practical Guide for Schools*. Newton, MA: EDC, Inc., 2009, <http://www.promoteprevent.org/publications/pp-guides/realizing-promise-whole-school-approach-children%E2%80%99s-mental-health-practical-gu>

School Mental Health Websites Useful for Information and Program Development

- American School Counselor Association (ASCA), <http://www.schoolcounselor.org/>
- Center for Mental Health in Schools at UCLA, <http://smhp.psych.ucla.edu>
- Center for School-Based Mental Health Programs (CSBMHP) – Miami University-Ohio, <http://www.units.muohio.edu/csbmhp/>
- Center for School Mental Health (CSMH) – University of Maryland, Baltimore, <http://csmh.umaryland.edu>
- Missouri – Center for the Advancement of Mental Health Practices in Schools, <http://schoolmentalhealth.missouri.edu/about.htm>
- National Association of School Psychologists (NASP), <http://www.nasponline.org/index.aspx>
- National Center for Mental Health Promotion and Youth Violence Prevention (Promote/prevent guides on school mental health program development), <http://www.promoteprevent.org/publications/pp-guides>
- School mental health resources for clinicians, educators, families, students, foster care, training, conferences, and newsletters, <http://www.schoolmentalhealth.org>
- School Mental Health Project, training series funded by Duke Endowment, <http://eahec.ecu.edu/smhp.cfm>
- School Social Work Association of America (SSWAA), <http://www.sswaa.org/index.html>

SharedWork.org – The IDEA Partnership and the Center for School Mental Health (CSMH), <http://www.sharedwork.org>

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Appendix 1

School Mental Health Funding Formula

This formula has been beneficial to mental health agencies in developing financial sustainability for school-based mental health programs. The salary and fringe are examples only and are not to be considered as the typical salary for counselors.

Formulas to Determine Cost of School Mental Health Employee

Example from South Carolina School Mental Health Program

I. Funding Needed for FTE:

Salary + Fringe (Insurance & Benefits) + Agency/Organization Overhead

II. Funding From Mental Health Agency/Organization for FTE:

Reimbursement Mechanisms (Medicaid/ HMO/Insurance/Private-Pay) + Agency Funds (Block Grants, state/county funding, etc.) + School Contracts/Cost-Share Agreements + Legislative Funds + Grant/Foundations + Federal Funds (IDEA, Title I, IV, V, XIX, XX, etc.)

Example Total I

FTE Average Salary (Masters + 2 yrs. Exp.)	Fringe @ 33%	Insurance Average Cost @ \$4,000 =	Total FTE Cost
\$35,000	\$11,550	\$15,550	\$50,550

Example Total I and Total II

A	B	C	D	E	F
Average Salary & Fringe	Monthly Requirement to Meet Cost of FTE	Overhead cost to mental health for FTE @ 5% [non reimbursable staff, supplies, supervision]	Monthly Requirement to Meet Cost of FTE	Medicaid Reimbursement Rate	II. Grant funds and/or School Contract @ \$30,000
	$(A \div 12 = B)$	$(A \times 5\% = C)$	$(B + C = D)$	[70% (actual service rates) + (D minus E) = Monthly Requirement to sustain FTE]	$[\$30K \div 12 \text{ mos.} = \$2,500 \text{ p/mo.}]$
\$50,550	\$4,212.50	\$2,527.50	\$6,740	\$4,718. (70% of D) { \$6,740 - \$4,718 = \$2,022 } 6,740 + 2,022 = \$8,762	\$6,262 Funds required p/month to sustain FTE through reimbursements

*Funding needed through reimbursement mechanisms and/or contract for FTE monthly to sustain annual salary/fringe

Appendix 2

Sample Contracts/MOA's

These sample contracts were developed for SMH programs developed with federal and state grants. The examples show both federal and state requirements/laws which impacted contract development.

CONTRACT FOR FEDERALLY FUNDED PROFESSIONAL SERVICES

THIS AGREEMENT entered into this ___ day of _____, 20___, by and between _____ **Mental Health Center** (Hereinafter referred to as the “Contractor”) and _____ **School District** (Hereinafter referred to as the “Agency”).

WITNESSETH THAT:

Whereas the Agency desires to engage the Contractor to render certain technical or professional services hereinafter referred to as the “Project.”

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Employment of Contractor

The Contractor represents that he has, or will secure at his own expense, all personnel required in the performance of the services covered by this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the Agency.

All of the Services required hereunder will be performed by the Contractor, or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

No payment, gratuity, or offer of employment may be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract order. Further, upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order under it, it is conclusively presumed that the amount of the kickback was included in the price of the subcontract or order and ultimately borne by the State or governmental entity and is recoverable hereunder from the subcontractor making the kickback. Recovery from one offending party does not preclude recovery from other offending parties (Section 8-13-790 of the 1976 Code of Laws of _____ (state), as amended).

The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, worker’s compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Agency to or for the benefit of the Contractor or his employees or agents by reason of this Contract.

Scope of Services

The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the Agency, the following services:

(Examples only, add your scope of work for school MH here)

1. Provide 5 full time mental health therapists (1 SMH Supervisor, 4 SMH Counselors) to deliver direct and indirect school-based services to students and families, and consultative services to school personnel. Provide staff development to early childhood caregivers in the areas of mental health expertise regarding school age and preschool children. Provide monthly reports to project director and/or project evaluator detailing project activities. Attend monthly project-related meetings and any additional meetings pertaining to SOC Initiative if available. Develop a plan for sustainability of all staff that includes MH therapists becoming self-sustaining in the schools within the grant period.
2. Contractor will provide services to individuals and families evaluated by the Contractor as being in need of mental health treatment or intervention, without regard for the individual’s or family’s ability to pay for treatment or intervention services. Four counselors and one supervisor/counselor

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will be hired to perform services for 240 days per year. Services will be year round. The Contractor will receive referrals for mental health services from the Agency, human service agencies, JJ, other treatment providers, and families. The Contractor will prioritize the order of selection of individuals for care based upon Contractor's policies and procedures and agreement with the agency. The Contractor agrees to provide 100% of the mental health therapist's time to the Agency with the understanding that the mental health therapist is responsible to the Contractor for time, for staffing, trainings, and mandatory meetings required by the Department of Mental Health and/or the Community Mental Health Center. Contractor will ensure that the MH therapist will be available during school hours and will not schedule staff meetings during school hours. 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.).

3. The Contractor will provide additional services to the Agency 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, prevention services and monthly reports to the Agency and evaluator regarding services provided.
4. Satisfy performance indicators. Contractor services shall be targeted at the Agency's Logic Model Process Measures and Performance Indicators. See Attached Logic Model and Summary of Performance Indicator's..

Agency Responsibilities:

In order to assist Contractor in the provision of services, Agency will provide

1. Adequate office space, furniture and equipment for the use of Contractor staff
2. A school administrator to serve as a liaison to Contractor staff
3. Limited secretarial support for taking phone messages and receiving mail
4. Access to available technology and support, including but not limited to internet access, computer support, incidental printing/copying, etc.
5. Assistance in obtaining required signature(s) on Contractor's Parental Authorization for Release and Use of Information form so information can be shared between Contractor and Agency in compliance with the Family Education Rights and Privacy Act and other applicable law.
6. Access to Agency staff for the purposes of sharing information, observing students, planning programs and other collaborative activities.
7. The Agency will be responsible for complying with Centers for Medicare and Medicaid Services (CMS) guidelines, including as applicable, the "Medicaid School-Based Administrative Claiming Guide."
8. The Agency will provide payment to contractor based on invoices with time sheets for personnel employed as a result of this contract.

(Examples only, add your evaluation plan for school MH here)

Reporting Required

- A. The Contractor shall furnish the Agency on a timely basis (according to agreement with the project's local evaluation officer), reports in the manner and meeting the specifications listed below:

SERIES 3: How do System of Care Leaders Work with Community Agencies/Organizations to Overcome Challenges to Develop a Sustainable School Mental Health Program?

B. Quantitative de-identified data on mental health services provided to youth and families of _____, based on guidance from the evaluator to include but not be limited to:

1. Percentage of increase in the number of students receiving school-based mental health services as determined by:
2. number and description of new services resulting from the collaborative efforts
3. number and description of training opportunities and service enhancements resulting from collaborative efforts
4. number of students receiving new services
5. overall number of students receiving service as compared to 2008-09 school year
6. demographics of students served
7. number of students referred; number of students served by school
8. source of referrals and reasons for referrals
9. number of service hours per client and length of stay in services
10. measure of behavioral change or functioning
11. number and results of Gain Short Screener instrument utilized at intake *(Note: this will be collected from ORS database based on electronic data entry.)*

C. Percentage of increase in the percentage of mental health referrals for students that result in mental health services being provided in the community

1. number of students receiving mental health services as compared to 2008-09 (school based and clinic)
2. number of mental health referrals as compared to 2008-09
3. number of students/families keeping initial appointment
4. number of students/families completing treatment plan as evidenced by Agency's definition of successful discharge
5. measure of behavioral change or functioning.
6. source of referrals and reasons for referrals
7. number of service hours per client and length of stay in services
8. demographics of clients served

D. There will also be monthly information reported regarding barriers to service delivery, clinician's primary activities, trainings, challenges and solutions.

E. Agency will maintain data based on client numbers assigned by the agency in addition to student ID numbers assigned from the school district.

Time of Performance

The time of performance is one year, with the option of annual renewal thereafter based upon the parties' mutual consent. Services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder for the first year of implementation shall be completed by _____.

Compensation

It is expressly understood and agreed that in no event will the total compensation, and/or reimbursement to be paid hereunder exceed the maximum sum of \$_____ for all of the services required beginning July 1, 20__ or the date of signature of this contract, whichever is the latter, through June 30, 20__.

Compensation for each clinician will be paid based on his/her start date after initiation of this contract. See attached budget.

This project is funded by the _____(grantor) , grant number _____, CFDA# _____, project titled _____, _____ School District grant award number _____ .

This contract is not supported with funding from the American Recovery and Reinvestment Act of 2009.

Method of Payment

The Agency will pay to the Contractor the amount, or amounts, set forth in Paragraph 5, which shall constitute full and complete compensation for the Contractor's services hereunder. (Payments shall be made only to the Contractor, and the Agency shall have no obligation to any other person for expenses incurred by the Contractor.) Such sum will be paid quarterly in the following manner, in every case, subject to receipt of an itemized statement/bill and required itemized documentation as stated in section 3 "Reporting Requirements" indicating that he has performed the work under this Contract in conformance with the terms of the Contract:

Terms and Conditions

A. **Subcontractors** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Agency. Regardless, Contractor

shall at all times be responsible for all Contractor obligations including performance of any approved subcontractor.

B. **Amendments** Any changes to this Contract, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

C. **Insurance** Contractor shall not hold the Agency responsible for any liability for loss or damage to persons or property arising from acts of the Contractor or his employees in performance of this Contract; and the Contractor shall maintain at all times automobile liability policies, and such other insurance as may be required and in such amounts as may be required by the Agency. Evidence of such insurance shall be furnished to the Agency upon activation of this contract.

D. **Law Applicable** This contract is made under and shall be construed in accordance with the laws of the State of _____(state). By executing this Contract, the Contractor agrees to submit himself to the jurisdiction of the courts of the State of _____(state) for all matters arising or to arise hereunder, including but not limited to performance of said Contract and the payment of all licenses and taxes of whatever kind or nature applicable thereto.

E. **Termination** This Contract may be terminated by giving written notice of such termination at least thirty (30) days prior to the effective date of such termination. Either party of just agency can terminate with notice. The Agency may terminate this contract at any time for failure of Contractor to perform, or for any other good and sufficient cause. In such event, Contractor shall be entitled to no compensation beyond date of termination, other than for such part of the Contract as has been performed, nor to reimbursement for expenses not incurred prior to date of such termination; and contractor shall be liable to Agency for all loss and damage arising or to arise to Agency from such termination, including the cost to Agency to complete performance or to obtain other Contractors to complete performance hereof, and including attorney's fees and costs. The Agency may withhold from amounts due to the Contractor any sum necessary to repay in whole or in part all loss or damage arising or to arise to Agency from such termination.

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F. **Performance** In the event the Contractor fails to perform the services described herein and has previously received financial assistance from the Agency, the Contractor shall reimburse the Agency to the full extent of payments made. However, if the services described herein are partially performed and the Contractor has previously received financial assistance from the Agency, the Contractor shall proportionally reimburse the Agency for payments made, except as set forth in G below.

G. **Indemnification for Legal or Consultant Services** If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of _____(state), as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any monies which have been paid by the Agency under the contract must be refunded to the Agency along with a twelve (12) percent penalty."

H. **Performance Bond** If the Agency requires the Contractor to post a bond to assure performance of this Contract, such bond shall be a certified cashier's check or a surety bond issued by a surety authorized to do business in the State of _____(state). Such bond shall be in an amount as required by the Agency.

I. **Appropriations** Notwithstanding any other provisions of this Contract, the parties hereto agree that the compensation and expenses hereunder are payable by the Agency from appropriations, grants, and monies received by the Agency from other governmental entities. In the event sufficient appropriations, grants, and monies are not made to the Agency to pay the compensation and expenses hereunder for any fiscal year, this Contract shall terminate without further obligation of the Agency. In such event, the Agency shall certify to the Contractor the fact that sufficient funds have not been made available to the Agency to meet the obligations of this Contract, and such written certification shall be conclusive upon the parties.

J. **Confidential Information** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract, which the Agency requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

K. **Copyright** Except as otherwise provided in the terms and conditions of this contract, the contractor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this contract. However, the federal awarding agency and state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal government and SFA purposes:

1. the copyright in any work developed through this contract; and
2. any rights of copyright to which the subcontractor purchases ownership with support through this grant.

The federal government's rights and the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

L. **Discrimination** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or handicap. The Contractor shall take affirmative action to ensure that applicants for employment and the employees are treated during employment without regard to their race, color, religion, age, sex, national origin, or handicap.

M. **Audit** Records with respect to all matters covered by this Contract shall be made available for audit and inspection by the Agency, the grant agency and/or their duly authorized representatives.

N. **Retention of Records** Records for non-expendable property purchased totally or partially with contract funds must be retained for three years after its final disposition. All other pertinent contract records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after the final expenditure report and all other pending matters are closed. However, if any

litigation, claim, or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim, or audit is resolved.

O. Utilization of Minority Businesses Contractors are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

P. Conflict of Interest Personnel and other officials connected with this contract shall adhere to the requirements given below.

1. **Advice:** No official or employee of a state or unit of local government or of non-government contractors/subcontractors shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
2. **Appearance:** In the use of these contract funds, officials or employees of state or local units of government and non-governmental contractors/subcontractors shall avoid any action which might result in or create the appearance of:
 - a. using his/her official position for private gain;
 - b. giving preferential treatment to any person;
 - c. losing complete independence or impartiality;
 - d. making an official decision outside official channels; or
 - e. affecting adversely the confidence of the public in the integrity of the government or the program.

Q. Prohibition of Gratuities Section 8-13-705 of the 1976 Code of Laws of _____ (state), as amended, provides: "(A) A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities."
4. "A person who violates the provisions of this section is guilty of a felony and, upon conviction, must be punished by imprisonment for not more than ten years and a fine of not more than ten thousand dollars and is permanently disqualified from being a public official or a public member. A public official, public member, or public employee who violates the provisions of this section forfeits his public office, membership, or employment. This section does not apply to political contributions unless the contributions are conditioned upon the performance of specific actions of the person accepting the contributions, nor does it prohibit a parent, grandparent, or other close relative from making a gift to a child, grandchild, or other close relative for love and affection except as otherwise provided."

R. Ownership of Equipment Title to any equipment purchase pursuant to this contract is vested in the Contractor. Nonexpendable equipment must be appropriately inventoried and must be used for purposes consistent with the purpose of this contract. Any proposed disposition of nonexpendable property must first be approved by the Agency.

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S. **Compliance with Federal Requirements** State or federal requirements that are more restrictive shall be followed.

T. **Section 504 of the Rehabilitation Act of 1973 (Handicapped)** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its sub-grantees, contractors, subcontractors, assignees or successors.

U. **Disclosure of Federal Participation (aggregated value of \$500,000 or more)** In compliance with Section 623 of Public Law 102-141, the sub-grantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the sub-grantee:

1. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and
2. expresses the amount pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurement for goods or services (including construction services).

V. **Americans with Disabilities Act of 1990 (ADA)** The Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

W. **Political Activity** None of the funds, materials, property, or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

X. **Debarment Certification** The contractor must comply with Federal Debarment and Suspension regulations prior to entering into a financial agreement with the sub-grantee for any transaction as outlined below:

1. Any procurement contract for goods and services, regardless of the type, expected to equal or exceed the federal procurement small purchase threshold, which is \$25,000 and is a cumulative amount from all federal funding sources.
2. Any procurement contract for goods and services, regardless of amount, under which the contractor will have a critical influence on or substantive control over the transaction.

Y. **Drug-Free Workplace Certification** Contractor (all state agencies and contractors receiving \$50,000 or more from a state agency) must complete and sign the attached certification form regarding a Drug-Free Workplace.

Z. **Special Terms and Conditions** The Contractor agrees to abide by all other Terms and Conditions as specified in the basic grant under which this Contract is funded.

Indemnification for Legal or Consultant Services If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of _____ (state), as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any monies which have been paid by the Agency under the contract must be refunded to the Agency along with a twelve (12) percent penalty."

Performance Bond If the Agency requires the Contractor to post a bond to assure performance of this Contract, such bond shall be a certified cashier's check or a surety bond issued by a surety authorized to do business in the State of _____(state). Such bond shall be in an amount as required by the Agency.

Appropriations Notwithstanding any other provisions of this Contract, the parties hereto agree that the compensation and expenses hereunder are payable by the Agency from appropriations, grants, and monies received by the Agency from the State Legislature and other governmental entities. In the event sufficient appropriations, grants, and monies are not made to the Agency to pay the compensation and expenses hereunder for any fiscal year, this Contract shall terminate without further obligation of the Agency. In such event, the Agency shall certify to the Contractor the fact that sufficient funds have not been made available to the Agency to meet the obligations of this Contract, and such written certification shall be conclusive upon the parties.

Confidential Information Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract, which the Agency requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

Copyright Except as otherwise provided in the terms and conditions of this contract, the contractor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this contract. However, the federal awarding agency and state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal government and SFA purposes:

1. the copyright in any work developed through this contract; and
2. any rights of copyright to which the subcontractor purchases ownership with support through this grant.

The federal government's rights and the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

Discrimination The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or handicap. The Contractor shall take affirmative action to ensure that applicants for employment and the employees are treated during employment without regard to their race, color, religion, age, sex, national origin, or handicap.

Audit Records with respect to all matters covered by this Contract shall be made available for audit and inspection by the Agency, the grant agency and/or their duly authorized representatives.

Retention of Records Records for non-expendable property purchased totally or partially with contract funds must be retained for five years after its final disposition. All other pertinent contract records including financial records, supporting documents, and statistical records shall be retained for a minimum of five years after the final expenditure report and all other pending matters are closed. However, if any litigation, claim, or audit is started before the expiration of the five-year period, then records must be retained for five years after the litigation, claim, or audit is resolved.

Utilization of Minority Businesses Contractors are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

Conflict of Interest Personnel and other officials connected with this contract shall adhere to the requirements given below.

Advice: No official or employee of a state or unit of local government or of non-government contractors/ subcontractors shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization

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other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

Appearance: In the use of these contract funds, officials or employees of state or local units of government and non-governmental contractors/subcontractors shall avoid any action which might result in or create the appearance of:

1. Using his/her official position for private gain;
2. Giving preferential treatment to any person;
3. Losing complete independence or impartiality;
4. Making an official decision outside official channels; or
5. Affecting adversely the confidence of the public in the integrity of the government or the program.

Prohibition of Gratuities Section 8-13-705 of the 1976 Code of Laws of _____(state), as amended, provides: "(A) A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

1. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
3. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities."

"A person who violates the provisions of this section is guilty of a felony and, upon conviction, must be punished by imprisonment for not more than ten years and a fine of not more than ten thousand dollars and is permanently disqualified from being a public official or a public member. A public official, public member, or public employee who violates the provisions of this section forfeits his public office, membership, or employment." "This section does not apply to political contributions unless the contributions are conditioned upon the performance of specific actions of the person accepting the contributions, nor does it prohibit a parent, grandparent, or other close relative from making a gift to a child, grandchild, or other close relative for love and affection except as otherwise provided."

Ownership of Equipment The Agency will purchase all equipment related to this contract and title to any equipment purchase pursuant to this contract is vested in the Agency. Nonexpendable equipment must be appropriately inventoried and must be used for purposes consistent with the purpose of this contract. Any proposed disposition of nonexpendable property must first be approved by the Agency.

Compliance with Federal Requirements State or federal requirements that are more restrictive shall be followed.

Section 504 of the Rehabilitation Act of 1973 (Handicapped) All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

Disclosure of Federal Participation (aggregated value of \$500,000 or more) In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

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1. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and
2. expresses the amount pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurement for goods or services (including construction services).

Americans with Disabilities Act of 1990 (ADA) The Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

Political Activity None of the funds, materials, property, or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

Debarment Certification The contractor must comply with Federal Debarment and Suspension regulations prior to entering into a financial agreement with the subgrantee for any transaction as outlined below:

1. Any procurement contract for goods and services, regardless of the type, expected to equal or exceed the federal procurement small purchase threshold, which is \$25,000 and is a cumulative amount from all federal funding sources.
2. Any procurement contract for goods and services, regardless of amount, under which the contractor will have a critical influence on or substantive control over the transaction.

Drug-Free Workplace Certification Contractor (all state agencies and contractors receiving \$50,000 or more from a state agency) must complete and sign the attached certification form regarding a Drug-Free Workplace.

Special Terms and Conditions The Contractor agrees to abide by all other Terms and Conditions as specified in the basic grant under which this Contract is funded.

IN WITNESS WHEREOF, the Contractor (_____ Department of Mental Health) and Agency (_____ School District) have executed this agreement as of the date first above written.

The parties to this Contract hereby agree to any and all provisions as stipulated above. The Contractor and financial contact for Agency are as follows:

AS TO CONTRACTOR: AS TO AGENCY CONTACT:

NAME

TITLE

Deputy State Director

_____ Department of Mental Health

ADDRESS

_____ Department of Mental Health

Street

City/ZIP

PHONE NUMBER

EMAIL

NAME

TITLE

Superintendent

ADDRESS

_____ School District

Street

City/Zip

PHONE NUMBER

EMAIL

ATTACHMENTS: Proposed School Mental Health Budget, School Mental Health Supervisor and Counselor Job Descriptions, Summary of Process Measures, Logic Model, Evaluation Plan

SCHOOL DISTRICT

(add district logo)

School Mental Health Program Policies & Procedures Agreement

Date

Agreement

For and in consideration of the mutual promises, covenants, conditions as set forth below, the parties, _____ School District and state approved Mental Health Provider, agree as follows:

The School District's School Mental Health Program goal is to provide quality mental health services and early intervention/prevention services for the students and families.

The School District has a collaborative relationship and partnership between school district staff and state approved Mental Health providers. School Mental Health staff defined as therapists, case managers, and Mental Health agency Supervisors. All school MH staff will be thoroughly trained in the program model and follow the enclosed program Policies and Procedures. The School District Grant Project Director will work directly with the agency providers and school personnel to monitor the services provided to assure quality, accountability and professionalism. Partners agree to share information as needed through the use of a uniform information sharing agreement and will be fully integrated with the school environment. Staff members are assigned to each school determined by the Grant Project Director.

Regardless of pay source OR if there is no pay source, services are provided on campus and always at no cost to students and their families. Parents will never be obligated to pay co-payments for school mental health services. In order to sustain the program, approved providers will bill individual Medicaid, insurance and/or third party payments. Mental Health agencies will further seek additional funding sources as needed to sustain program.

Participants

- Any student enrolled in the School District is eligible for SMH services such as individual therapy, group therapy and psycho-educational groups. These services enhance skills in effective communication, social skills, academic performance and decision making. Family members are also eligible for services if it is determined that these services will directly benefit the identified student.
- Parent training groups and parent support group will be made available through a collaborative effort of the School District and contracted agencies for parents throughout the school year.
- In-service training on mental health issues may be made available for District employees & local approved providers as determined by coordination between the mental health agency and School District administration.

Services

Provided Services

Non-billable Services: As a best practice, twenty (20) % of time is dedicated to non-billable services such as prevention, education and early intervention services.

- A. Class room consultation/observation
- B. Student Services Team staffing
- C. Support Groups for students
- D. Parent Education
- E. Staff Meetings
- F. In-Service Trainings

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Billable Services: As a best practice, eighty (80) % of time is dedicated to billable, direct services.

- A. Assessment and diagnostic evaluations
 - B. Individual therapy
 - C. Group therapy
 - D. Family therapy
 - E. Treatment planning
 - F. Treatment coordination
 - G. Referrals to appropriate mental health/community services
- Individuals providing services will be appropriately credentialed and approved by the School Mental Health Project Director. Staff members are located on campus Monday – Friday while school is in session.
 - Assessment: SMH staff will provide threat assessment and on-site intakes as needed for students attending the School District.
 - Individual, group and family therapy will be provided in a private area on campus by a minimum of master's leveled licensed therapist.
 - Group therapy and psycho-educational groups will be available to schools as determined by the School Mental Health Project Director and building Principal. In order to protect individual therapy time as well as academic time, on-campus group therapy will only take place before school and after school hours.
 - SMH team members will consult with the educational team to provide suggestions for behavior modification, academic success & classroom management.
 - SMH team members will consult with various outpatient community counseling agencies, teachers, school administrators, school counselors, juvenile justice and the Department of Health and Human Services.
 - Services are to include assisting students with transition from residential, day school, alternative school and other determined settings into the public school setting.
 - Services include assessment & referral for more intensive psychiatric services, such as evaluations, medication management and hospitalizations. These services, as all others, will only be provided with parent input and permission.
 - All SMH staff will be available & provide crisis intervention with any student as deemed necessary.
 - Mental Health agencies will make 24 hour emergency care services available for their assigned students and families. Approved providers & school personnel will make sure that all students and families receiving services have the emergency contact numbers for after hour care.
 - SMH team members, school staff and approved mental health agencies will provide confidential services to the extent outlined in the Informed Consent and Mandated Reporting requirements.
 - Case management services will be available by Mental Health Paraprofessionals (case managers) for those receiving services from approved providers. Case management will work in a timely manner through the referral process to gain parent/guardian permissions and to secure PCP and/or other necessary referrals.
 - Data collection is required to meet the standards of the Grant Initiative & School District to monitor the quality, accountability and professionalism of the program.

Location & Time Services

- Therapy locations occur in and on the School District campuses during normal school hours. Each therapist will be assigned a work schedule and a private area to provide counseling sessions. Therapists will be provided access to copy and fax machines. Therapists will carry their own agency provided cellular phones.
- Each SMH staff member will be assigned a specific school and will sign in and identify themselves at each and every school site. Personnel will be prepared to present a photo ID and must be approved by the Grant Project Director prior to coming on campus.
- Staff members will carry an identification badge from their specific agency while on any School District campus.
- Semi-public settings such as the library, cafeteria, playground, etc. may be utilized for less intensive interventions by case managers or clinicians determined as appropriate.

Referral process

- Referrals are made through the school guidance counselor and any School District Administrator. Upon identification of a student possibly needing a referral to Mental Health Services, the school guidance counselor will consult with the school intervention team to determine appropriateness of the referral and any interventions that might be attempted prior to making the referral.
- Referrals will be reviewed for completeness. If the referral is complete, the school counselor will contact the parent by telephone or in person to inform the parent of the referral process and how to schedule an intake.
- The School Intervention Team will assign the student to the appropriate therapist based on location of services and choice of parents. Case managers are also assigned to each referral and will contact the parent within seven (7) days of the referral to secure the intake. Intakes should be scheduled within twenty (20) days of the initial referral.
- Students approved to receive Mental Health services may on occasion begin in Outpatient Counseling if caseloads have reached the maximum of “best practices”. This will be only when necessary and will ensure immediate assistance until an opening becomes available on campus.
- After the intake is completed within twenty (20) days of referral, the therapist will provide all required Grant Initiative DATA within one week of the intake.
- The Special Education Supervisor will be notified of students receiving services and will determine if a meeting is necessary to adjust the IEP.
- Counseling sessions are held on campus and frequency is determined by the SMH Treatment Plan.
- The therapist shall review the treatment plan progress, revise the plan as needed at a minimum of ninety (90) day intervals and secure necessary parental signatures and involvement.
- The School Intervention Team will receive updates on student progress and shall be notified when the student ceases to receive services.
- The Grant Project Director is to receive appropriate Grant data upon discharge within seven (7) days and student progress is to be reviewed at scheduled staff meetings.
- The Grant Project Director may send satisfaction surveys to parents, teachers and students periodically throughout the course of treatment.
- Crisis appointments and threat assessments will be given priority and procedures may be adjusted accordingly with the permission of the Grant Project Director or building Principal/or Intervention Team.

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- Unresolved referrals will be discussed after twenty (20) days. Case Managers will work with school personnel to attempt to secure an intake for one school year. At the end of each school year all unresolved referrals will be returned to the School Intervention Team.
- Referrals of parents who refuse services will also be returned to the School Intervention Team.

Roles & Responsibilities

Teachers

- Teachers participate by making recommendations to the school guidance counselor, building principal or Intervention Team, for students possibly in need of Mental Health services.
- Teachers participate in the implementation of treatment/behavior plans for students involved in Mental Health services.
- Teachers provide feedback on student progress to the Intervention Team or SMH personnel.
- Teachers may include SMH staff in parent teacher conferences or meetings when there are emotional/behavioral issues to be addressed.
- Teachers participate in program evaluation, accountability and quality assurance activities.

School Intervention Team

- Intervention Team members act as the “gatekeeper” for all referrals for Mental Health services. Initial referrals are to come from the school counselor or building administrator to the Intervention Team including grades, attendance, discipline or other relevant information.
- Intervention Team link services provided by school personnel and SMH staff members with services such as school counseling, Special Education referrals, conferences and Mental Health referrals.
- Intervention Team members work with the school guidance counselor to provide a contact person and liaison at the building level. In addition initial referrals, duties may include dissemination of information, contacting parents and following-up with program evaluations.
- SMH Team members and the school guidance counselor will contact the relevant therapist or the building principal in the event of an individual student crisis to assess if the student is a risk to self or others.
- Intervention Team members participate in program evaluation, accountability and quality assurance activities.
- Intervention Team members consult with parents, the Grant Project Director, Site Therapist & Administrators to determine appropriateness of Mental Health referrals.
- Intervention Team members and SMH staff will use the appropriate and required program forms provided by the Grant Program Director in relationship to the referral process, program evaluation, program operations and data collection as required by the Grant Initiative.

School Counselor(s)

- School Counselor(s) actively participate in the implementation of treatment/behavior plans.
- School Counselor(s) will contact the relevant therapist or the building principal in the event of an individual student crisis to assess if the student is a risk to self or others.
- School Counselor(s) participate in program evaluation, accountability and quality assurance activities.
- School Counselor(s) consult with parents, the Grant Project Director, Site Therapist & Administrators to determine appropriateness of Mental Health referrals.

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- School Counselor(s) assist the SMH staff members in locating parents that are not responding to the Mental Health referral process.
- School Counselor(s) will use the appropriate and required program forms provided by the Grant Program Director in relationship to the referral process, program evaluation, program operations and data collection as required by the Grant Initiative.

**Mental Health Staff Members/Personnel
(Therapist & Case Managers)**

- Staff members are expected to attend and participate in Team Meetings. Duties will include but are not limited to the following:
 - A. Communicates extensively and provides consultation, mental health education and prevention information
 - B. Assist in determination of appropriateness for services
 - C. Caseload staffing – attends weekly staff meetings as determined by the Grant Project Director, Intervention Specialist or Building Principal
 - D. Gives appropriate feedback to assist educational staff in the implementation of treatment/behavior plans

Service on campus will include:

- A. Assessment & Diagnostic Evaluations
 - B. Individual Therapy
 - C. Group Therapy
 - D. Family Therapy
 - E. Treatment Planning
 - F. Treatment Coordination
 - G. Referrals to appropriate mental health/community service
- **All SMH staff will be informed of School District sponsored SMH conferences. Agency providers are encouraged to send a representative to participate in:**
 - Training Workshops
 - Relevant District and/or school level meetings
 - SMH team members participate in the collection of Grant Initiative data.
 - SMH team members participate in program evaluation and quality assurance activities which may include site visits.
 - Agency personnel assigned to the school will work directly with the Intervention Team and Building Principal, concerning all program operations and activities.
 - SMH Team members will comply with program operations and “best practices” outlined by the Mental Health Policies & Procedures and the School District. The Grant Project Director and Intervention Team will work toward “best practices” with Agency Coordinators concerning caseload numbers. Occasional situations may arise resulting in larger caseloads. These situations must be approved by Grant Project Director.
 - SMH Team members report on campus during normal school hours of operation or specific schedules approved by the Building Principal or Grant Project Director.

SERIES 3: How do System of Care Leaders Work with Community Agencies/Organizations to Overcome Challenges to Develop a Sustainable School Mental Health Program?

- SMH Team members adhere to providing contracted services on campus.
- Clinicians abide by state licensing board code of ethics and maintain appropriate licensure, professional liability insurance coverage and documentation required by the state.
- Case managers and interns will also provide the appropriate documentation requirements by the SMH Coordinator and Grant Project Director.
- SMH Team members will maintain accurate records and make every effort to include and inform the student's family of treatment goals and progress as appropriate and therapeutic.
- Clinicians and case managers will act as a referral source for outside assistance and support.
- SMH team members will participate as a team member and communicate helpful insights to the educational staff while maintaining therapeutic confidentiality and PHI.
- All SMH staff will act as mandated reporters of suspected abuse. The Child Abuse Hotline number is #_____.
- Staff members will participate in Special Education meetings as appropriate and upon request.
- All SMH staff members will provide crisis intervention to all School District students which may include a commit to a no-harm contract and follow-up appointment. This will include providing documentation of the intervention and crisis management success.
- All SMH staff will use the appropriate and required program forms provided by Grant Project Director in relationship to the referral process, program evaluation, program operations and data collection.
- SMH personnel will be available for counseling and assistance in the event of a catastrophic crisis and school emergencies that occur within the community.

Principals

- Principals will act as a building level Mental Service program supervisor.
- Principals will make referrals for Mental Health Assessment services through Intervention Team.
- Principals will support staff participation in Mental Health activities.
- Principals understand the relationship between Mental Health services and the school disciplinary policy.
- Principals will participate in program evaluation, accountability and quality assurance activities.

Superintendent

- The Superintendent promotes the Mental Health program throughout the District.
- Holds staff accountable for program participation and criteria.
- Supports staff participation in Mental Health activities on and off campus including statewide conferences and training workshops.
- Promotes the utilization of district data in the evaluation of the Mental Health program.
- The Superintendent will work to provide meeting/conference space to the Mental Health program.
- Works with the LEA and Grant Program Director to identify long-term sustainability resources and strategies. This includes assisting in the development of community partnerships with key employers, leaders and funding sources.
- Participates in program evaluation, accountability and quality assurance activities.

Grant Project Director

- The Grant Project Director is the point contact person for the School District, Consultants, Providers, Counselors, Administrators & others.
- Fully informs the LEA supervisor and Superintendent of program operations.
- Works directly with agency mental health supervisors concerning program operations, challenges and solutions.
- Focuses on building healthy partnerships between the district, providers and community resources.
- Additional responsibilities of the Grant Project Director include but are not limited to the following:
 - A. Garnering district support for the SMH program.
 - B. Educating district staff regarding national research on academic impact of SMH services.
 - C. Identifies potential mental health providers.
 - D. Prepares documentation required for the Grant Initiative.
 - E. Coordinates services between district and providers.
 - F. Monitors the quality of services and supervises on-site operations.
 - G. Coordinates the collection of data on student outcomes.
 - H. Identifies specific training and feedback for ongoing development needs for the district related to SMH.
 - I. Promotes the SMH program via participation in statewide SMH conferences.
 - J. Works with Regional Facilitators to promote program development and expansion.
 - K. Identifies community leaders and supporters to obtain potential funding sponsorships and partnerships.
 - L. Oversees all SMH activities and program operations as the SMH program administrator.
 - M. Participates in program evaluation, accountability and quality assurance activities.
 - N. Conducts all SMH staff meetings on campus and monitors personnel to assure “best practices”.

LEA Supervisor

- Consults with the Grant Program Director and district information concerning all SMH operations for the School District.
- Works with state consultants and others with the implementation of the SMH services in their district.

Agency Mental Health Coordinators/Supervisors

- Supports personnel’s participation in identified School District SMH activities and services.
- Adheres to contractual agreements between the agency and district, and thoroughly communicates these agreements to agency staff members participating in the School District SMH program.
- The licensure supervisors adhere to supervision guidelines as established by state licensing boards.
- Participates and reports to the SMH and Grant Project Director to identify program challenges and work to provide solutions.

SERIES 3: How do System of Care Leaders Work with Community Agencies/Organizations to Overcome Challenges to Develop a Sustainable School Mental Health Program?

Multiple agency cooperation

- SMH personnel and Agency Coordinators will coordinate and define boundaries while working in conjunction with other agency services, subject to the limitations of the contract.
- Information Sharing Agreements shall be in place to ensure the appropriateness and security of communication between the school and approved providers.
- Therapist will secure appropriate releases of information to communicate assessment information to clinics and agencies when the district has requested an outside psychiatric report.
- Therapist, educational team members and case managers shall promptly report to the Building Principal & Grant Project Director any activity with students during the school day by unauthorized personnel or agencies.
- The Grant Project Director will provide a list of approved personnel for each campus.
- Site visits by agency officials, with the exception of the deemed agency coordinator or supervisor, shall be approved ahead in advance by the Grant Project Director so that the appropriate campus can be notified. Guest agency officials must sign in and out of the office, and only after the Grant Project Director has informed the school of the scheduled visit. Assigned agency coordinators or supervisors are encouraged to make periodic visits, and are approved for each school site stationed with their agency personnel.

BEST PRACTICES

The School District's goal is to adhere to best practices within the SMH program. Based on our work with the School Mental Health Healthy Students initiative and research from national school mental health we know that each campus should have a primary therapist and case manager on-site during school hours. In order to accomplish these goals and in consideration of limited facility space, mental health agencies will work in cooperation with each other and with the School District in scheduling their case managers and therapists.

The school based therapists will have an active caseload of approximately 30-35 clients. The Grant Project Director will work to monitor caseload numbers; however this director, will work with approved providers during times of personnel turnover or situations that require higher caseloads. Agency providers partnering with the School District are expected to split their time between indirect and direct services.

Statement of assurances for providers & district

The Statement of Assurances/Agreement is a legal agreement between the school district and the mental health provider, documenting that each party is responsible for certain standards. This document is signed by the district Superintendent, Agency director and Grant Project Director.

Grievance

- Student participants and their families will receive informed consent information that includes how to file a grievance with the appropriate governing body or the School District.
- Parents or students may refuse services and may elect to receive services from a different provider after school hours; provided, however, no services during school hours shall be permitted except by the agency contracted for a given school. All agencies signing contracts for any school shall cooperate in transitioning students to the appropriate agency for a given school so that in-school services may be provided.
- The Superintendent of Schools, Grant Project Director or an approved Mental Health Agency may elect to end a service contract for reasons of incompatibility.

Program evaluation

- The SMH program will work in conjunction with the local agencies and School District to provide ongoing program evaluation, in particular SMH data required by Grant Initiative.
- The Mental Health Coordinator – Grant Project Director will conduct program satisfaction surveys with parents, administrators, counselors, teachers, SMH staff members and Agency supervisors and coordinators.

_____ Authorized Signature and Title	_____ Agency	_____ Date
_____ Authorized Signature and Title	_____ Agency	_____ Date
_____ Authorized Signature and Title	_____ Agency	_____ Date



School Mental Health Sustainability

Funding Strategies to Build Sustainable School Mental Health Programs

This brief was developed by the Technical Assistance Partnership for Child and Family Mental Health (TA Partnership) through partial support from the Center for Mental Health Services' (CMHS) Child, Adolescent and Family Branch within the Substance Abuse and Mental Health Services Administration (SAMHSA). We acknowledge that the information, opinion and commentary in this brief are those of the TA Partnership and do not necessarily reflect those of CMHS or SAMHSA. We gratefully appreciate their generous support for making this brief possible.