



DEVELOPING A MEMORANDUM OF UNDERSTANDING (MOU)

School Telehealth and Community Provider Collaboration for

Behavioral Health Services

DEVELOPING A MEMORANDUM OF UNDERSTANDING

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BACKGROUND

In accordance with 2023 General Assembly [SB 1043](#), the Virginia Department of Education, in consultation with the Department of Behavioral Health and Developmental Services (DBHDS) and the Department of Medical Assistance Services (DMAS), created a model memorandum of understanding (MOU) to support local school boards partnering with public or private community health providers for the provision of mental health services to public school students. The code was revised during the 2024 General Assembly in [HB919](#) to include partnerships between a school and a nationally recognized school-based telehealth provider for the provision of mental health teletherapy.

To prepare this guidance, a behavioral health MOU workgroup was convened comprised of school administrators, school mental health providers, public and private community providers, telehealth providers, and state agency personnel to identify the key considerations when drafting an MOU to ensure that these agreements are comprehensive and well designed.

INTRODUCTION

In October 2021, the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry, and the Children’s Hospital Association reported that the pandemic-related decline in child and adolescent mental health has become a national emergency. On top of social isolation and family instability, the medical groups said, “more than 140,000 children in the United States lost a primary and/or secondary caregiver, with youth of color disproportionately impacted.” According to the federal Centers for Disease Control and Prevention, emergency department visits for suspected suicide attempts among adolescents [Morbidity and Mortality Weekly Report \(MMWR\)](#) jumped 31 percent in 2020 compared with 2019.

In Virginia, the percentage of high school students feeling sad for two weeks or more increased significantly from 2011 (25.5 percent) to 2019 (32.4 percent), according to findings from the [Virginia Youth Survey](#). In addition, nearly four out of ten (38.1percent) Virginia high school students who never or rarely got the kind of help they needed when they were in emotional distress, purposely hurt themselves without wanting to die. The Virginia Youth Survey also identified behavioral health needs among middle school students. In 2019, three out of ten (30.7 percent) Virginia middle school students suffered from a mental health disorder of not feeling good about themselves. Despite the needs, mental health utilization among children remains low.

School systems are well positioned to identify and respond to the behavioral health needs of students. School mental health (SMH) services broaden the reach of mental health services and provide earlier and more effective interventions in typical, everyday environments. Additionally:

- Youth are six times more likely to complete mental health treatment in schools than in community settings (*Jaycox et al., 2010*);
- Mental health services are most effective when they are integrated into students’ academic instruction (*Sanchez et al., 2018*); and

- Effective SMH services decrease mental health symptoms and challenges in students and promote positive social and academic functioning (*Sanchez et al., 2018*).

Comprehensive mental and behavioral health services, like other comprehensive learning supports, are most effective when embedded within a [Public Health Tiered Framework](#). However, Virginia’s local educational agencies (LEAs) and schools will not be able to do this on their own; they will need families, youth, and community mental health providers working as a team to address the behavioral health needs of students. Leadership at both the school and community level will play a critical role to make changes at the organizational level.

PURPOSE

The goal of this document is to assist school divisions in developing a Memorandum of Understanding (MOU) to address student behavioral health needs within the school setting and coordinate care across school-based, community mental health, and teletherapy providers. While school divisions employ school-based mental health (SBMH) providers (e.g., school counselors, school psychologists and school social workers), the social, emotional, and behavioral needs of students are unprecedented and therefore require coordination of care across school, family, and community contexts.

Each step in the MOU development process is outlined below and includes suggested components with discussion questions and considerations. This document does not include all possibilities but is intended to provide general guidelines and should be customized to fit division level or school needs.

WHAT IS A MEMORANDUM OF UNDERSTANDING (MOU)?

A Memorandum of Understanding (MOU) is a written agreement between two or more parties that defines how they will work towards a shared outcome or objective. It encompasses practical considerations such as the vision and purpose of the collaboration, staffing, procedural terms, and confidentiality requirements.

When school divisions partner with community service providers or nationally recognized school-based telehealth companies to offer additional behavioral health supports to students in schools, an MOU is necessary to define the goals and expectations of the partnership. Division leaders are responsible for the recruitment and vetting of community partners and telehealth companies as well as administrative components needed to guide and ensure effective delivery of services at each school building. This process includes ensuring that providers hold the applicable credentials and/or licensure. Division leaders should support accountability among partners by clearly defining roles, responsibilities, expectations, and decision-making processes and take part in developing the MOU.

THE IMPORTANCE OF CREATING A WELL-DESIGNED MOU

For school-community behavioral health partnerships and mental health teletherapy to be successful, all parties involved must work together to develop shared language and accountability systems that are grounded in a mutual set of goals. Thinking through the MOU process enables partners to clarify expectations, plan, and set goals. Engaging those with a vested interest in the partnership can inform the MOU development with regards to the purpose, scope of work, and implementation.

Community providers can offer a wide range of services to schools to address the behavioral health needs of the school community to enhance service delivery. This can range from contracting with a provider to work with school-based mental health providers to assess student needs using a systematic screening; to providing interventions for certain students identified through a specific criterion (i.e., Medicaid eligible); to participating as an embedded member of the school community to provide direct and indirect supports, such as serving on teams and building staff capacity. In each of these cases, successful collaboration between community providers and school divisions is facilitated through a structured teaming process that leads to developing a partnership agreement or a MOU. The following should be considered when establishing partnerships for school behavioral health services.

- Determine who will lead the process, facilitate the meetings, and participate in discussions to develop the MOU.
- Provide training to school and community providers to gain shared understanding and commitment.
- Discuss services offered by community or teletherapy providers to understand what can be provided to schools.
- Examine current policies, procedures, and expectations that include communication, collaboration, and confidentiality to establish a shared understanding between partners.
- Examine current data systems and data-informed decision-making processes for identifying student need, tracking interventions, and monitoring progress to ensure that the community provider understands their role in service delivery.
- Behavioral health service delivery requires close adherence to ethical standards. Based on the provider's scope of work, ethical and professional standards should be agreed upon and applied to service delivery. The same level of ethical and professional standards should apply to telehealth/teletherapy services as it does to in-person delivery of school-based mental health services delivered by school psychologists, school counselors, and school social workers.
- Examine current funding mechanisms, especially for behavioral health services, to develop shared understanding and necessary action steps.
- Consider the value of creating a school-community stakeholder group, that includes students and families, to provide input on needs and goals related to behavioral health.

If school-based teletherapy is being considered, please visit the [Mid-Atlantic Telehealth Resource Center](#) for additional considerations.

THE COMPONENTS OF THE MOU

Introduction

This section helps all parties understand the need, the service providers involved, and why it is necessary to coordinate care across child-serving systems/organizations. The section should identify the division/school(s) and the community provider(s) or nationally recognized school-based mental health provider to be involved in the collaboration. This section can offer the background and needs of the school(s) or division and why the partnership is needed. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

Needs of the school and why the partnership is needed are outlined.

- What are the behavioral health needs of our students (current data trends and statistics)?
- Are behavioral health supports offered across all levels (i.e., Tier 1/Universal, Tiers 2 and 3/Early intervention and Targeted Supports) and where are there gaps in intervention support?
- Who are the participating community partners and schools?
- Is there legislation that needs to be considered?
- Are there workforce shortages resulting in fewer school-based mental health (SBMH) providers available to meet student behavioral health needs?
- What is the desired outcome of the behavioral health partnership?
- As a result of the partnership, will access to evidenced-based treatment increase, so that more students benefit?
- What type of assistance/support does this offer SBMH providers?
- Will there be an increase in capacity building efforts so more staff within schools can address the social-emotional and behavioral health needs of students across all levels (i.e., Tier 1/Universal and Tiers 2 and 3)?
- How are leaders across organizations examining how collaboration with schools and community providers assist with overall strategic planning to achieve educational outcomes for all?

Purpose

This section identifies the parties involved and states the purpose of the collaboration. Depending on the scope of the project, this section should be very detailed about the desired goals and measurable outcomes. If a community provider will be offering specific services to students, consideration should be given to how those services align with current school practices. Additionally, consideration should be given to practices currently in place and how the collaboration will enhance service delivery to students. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

Intention, goals, and outcomes for alignment are clearly stated.

- What are the specific goals/outcomes of this partnership?

- How do the intentions/goals align with current school practices (within structures such as Multi-Tiered Systems of Support (MTSS) to avoid duplication of efforts)?
- Do the provider's intentions/goals need to align with the division's strategic plan?
- Who can receive provider's services? (i.e., all students, a certain group of students, only students meeting a certain criterion, families, staff).

Roles and Responsibilities

This section defines the objectives and expectations for each participant in the MOU. An understanding of the roles of current SBMH providers (i.e., school counselors, school psychologists, and school social workers) is essential when crafting this section to avoid duplication of efforts and to ensure that school-community provider collaboration can occur. Additionally, this section outlines how the division or school will share relevant school policies, regulations, and practices with the community provider and how the school-based mental health providers will be informed about the integration of the community provider. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included. The following considerations may apply to mental health teletherapy if collaboration with the school team is included in the MOU.

Staff roles and responsibilities are defined.

- Who will be the division/school person designated to follow reporting requirements of funding agreement and report back to community provider (funder)?
- How will service delivery be coordinated between the community provider(s) and other SBMH providers?
- How will the community provider be integrated into the child find and/or special education referral process?
- Is the community provider responsible for delivery of staff professional development?

Request for assistance procedures is defined.

- Is there one or multiple systems in the school for managing requests for behavioral health support?
- What are the data thresholds currently in place for accessing supports? (e.g., increase in absences, increase in nurse visits, change in academic performance)
- Is the process for making/managing/responding to requests for assistance clearly defined and documented?
- Is the provider available to those receiving services before and/or after school hours?

Policy and procedure for crisis response is defined.

- Is the provider expected to be a member of the school crisis team?
- What is the community provider's role in crisis response?
- Has the provider been made aware of relevant policies and regulations they will need to follow when providing services in schools?

Communication

This section details how the services offered by the community provider will be communicated to school staff, families, and students. Depending on the scope of the collaboration, this section also defines the coordination and teaming of the community provider and school-based mental health providers. Details addressing onboarding, confidentiality, and information shared between provider and school staff are addressed here. For this section, input of the affected school staff is crucial. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

Expectations for communication are defined.

- How will the community provider's services be communicated to staff, families, and students?
- How will SBMH providers maintain communication with community providers?
- What is the workflow of communication and roles at the building level?
- Will providers meet regularly to discuss a referred student's progress with school staff?

Expectations for teaming are defined.

- Has there been clear articulation and communication of what student information can be shared between school and community provider (i.e., The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act FERPA laws)?
- Is there an identified team or teams in the school/division and how will this community provider be incorporated into that team (e.g., intervention team, MTSS team, behavioral health team)?
- What will the onboarding process look like? (Note: onboarding should include relevant school policies and regulations)

*Please see the Appendix for more information on information sharing laws.

Workplace Logistics

This section defines how the community provider will perform their role within the school. Details such as access to the school building, workspace requirements, access to students and student records, equipment allocation, and access to Wi-Fi/division network are defined here. Additionally, if telehealth services are being offered, additional logistics should be considered. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

Logistics of shared space and supplies are clearly defined.

- Who is responsible for allocating space?

- How will confidentiality in the provider’s space be maintained?
- Where will students receive provider services (e.g., within the classroom, in the provider’s office, via telehealth)? How will they serve students who are out of school (e.g., homebound, suspension)?
- Who will provide computer, telephone, and other supplies?
- Who will be responsible for technical support and maintenance of equipment?
- If providers have their own equipment, are they able to access the Wi-Fi and/or division network (i.e., have firewall issues been resolved)?

Telehealth Services, if offered, are defined.

- Has a location been identified where students can meet with providers virtually and confidentially within the school building?
- How will student safety concerns be addressed within the school during or after the session? (e.g., student requires suicide risk assessment).

Supervision and Professional Development

This section clarifies the community and on-site (school/division) supervision of the community provider as well as the need and requirements for professional development. While the community provider may have established supervision within their own agency, school or division-based supervision needs to be established. This section further defines the role of the community provider as it relates to their offering of professional development to school staff, either in collaboration with other school based mental health providers or alone. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

Expectations for supervision, coaching and professional development are defined.

- Who is responsible for clinical and day-to-day supervision of the community provider?
- Is the community provider required to attend school-wide professional development?
- Who will provide professional development opportunities to the community provider needed for the provision of the provider(s) services?

Data Collection

This section defines the role and participation of the community provider in school data collection. Parties should consider current school data collection schedules and processes as well as additional processes that may emerge as part of the collaboration. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

Routines and procedures for monitoring progress are defined.

- How will the effectiveness of provider’s services/programs be evaluated?

- How will it be communicated to the school division and to the community provider (funder)?
- Will the community provider participate in the school’s data collection?
- Will the community provider collect and report data on fidelity and impact?

Confidentiality

This section requires an understanding of Federal and State laws relevant to the sharing of information (e.g., HIPAA and FERPA). The section should clarify what specific student information can and will be shared between parties (with and without parent consent), with regard to common circumstances (e.g., team meetings, crisis). Policy and procedures for confidentiality are defined. The educational system and mental health system are bound by laws and policies that address confidentiality and privacy. Some of the relevant laws are included in the Appendix. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

Responsibilities and procedures for ensuring confidentiality are defined.

- What school records (e.g., academic, health) and information will the provider have access to?
- How will families and youth be informed about the law, policies, and protections related to sharing private information between the school and community provider?
- Who will identify the specific information that can be shared between the community provider and SBMH providers?
- Can a single release of information be used to decrease redundancy or does each agency (i.e., provider and school) need their own release of information from the parent for providers to share information?

For additional information, please refer to [Addressing Confidentiality while Supporting the Social-Emotional-Behavioral Needs of Students within Schools](#). (Center on Positive Behavioral Interventions and Supports, January, 2023)

Funding

This section defines the funding agreement between the school/division and community provider/agency. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

Terms and responsibilities for funding are described.

- What are the costs associated with providing behavioral health services in schools and how do these costs vary depending on the size and need of schools to be served?
- What is the timeframe for funding of services under this MOU?
- What funding sources are available for direct services?

- What funding sources are available for indirect services? (e.g., supporting teachers in classrooms, serving on teams).
- What data and metrics will be used to evaluate outcomes and guide future funding decisions?
- What is the payment schedule to the community provider for services rendered?

Disclaimers and Terms (i.e., non-intentions of MOU) are stated.

This section should define the terms of the agreement, local policies that need to be considered, and non-intentions of the collaboration. The time frame and termination parameters of the MOU are defined in this section as well as how frequently (i.e., monthly, or quarterly) the goals and scope of the MOU will be reviewed. Use the key questions and considerations below to inform the discussion and to determine what aspects should be included.

- Does the MOU spell out what is not included or intended?
- What is the time period that the MOU will cover (typically at least one school year)?
- How will the MOU be monitored?
 - When and how can the MOU be revised or re-negotiated?
 - How should changes to the MOU be communicated?
 - Is there a recommended time frame for changes to be requested?
- What is the process to terminate MOU?
- Does the MOU need to be modified if the provider changes?

Terms and responsibilities of risk sharing (i.e., something goes wrong) are outlined.

- Have applicable federal, state, and local policies and regulations surrounding this topic been included?
- Who will the provider contact within the school/division for clarification of school regulations?
- What is the process for reporting and resolving conflict?

Final Authorization

Each partner, or their authorized designee, should approve the content included in the MOU. Before the MOU goes into effect, both parties must sign and date the document. A copy of the MOU should be retained by each partner.

APPENDIX

I. General Overview of Related Laws and Policies:

The *Family Educational Rights and Privacy Act* (FERPA, 20 U.S.C. § 1232g; 34 CFR Part 99) addresses student educational records, including health records that are maintained by the school. Under FERPA, records that are shared with school officials with legitimate educational interests might be exempt from restrictions for confidentiality (Section 99.31(a)(1)). FERPA also contains additional rules when information can be shared when the school outsources institutional services or functions, for health and safety emergency disclosures, for directory information, for personal observations (e.g., that a student is coming to school late, appears tired, is not completing assignments) that any staff member can observe, and for compliance with judicial order or subpoena.

- *Health Insurance Portability and Accountability Act* (HIPAA, 1996, Pub. L. No. 104-191), applies to health care professionals and addresses individuals' protected health information.
- *Individual with Disabilities Education Act* (20 U.S.C. § 1400 (2004)) protects students from disclosing a student's disability or information about students.
- Protection of Pupil Rights Amendment (20 U.S.C. § 1232h) provides parents the right to provide consent for surveys that address areas such as religion or income and receive notice with a chance to opt out if a survey covers certain protected information.
- Local Educational Agencies (LEAs) might have developed their own local policy guidance that should be examined.
- Ethical standards of practice for clinicians

[HIPAA and FERPA Crosswalk](#) (Centers for Disease Control, May, 2024)

SAMPLE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN GROVE CITY PUBLIC SCHOOLS AND FOREST COMMUNITY SERVICES BOARD

Introduction

The Parties of this Memorandum of Understanding (MOU) are Grove City Public Schools and the Forest Community Services Board (CSB) hereinafter collectively referred to as the Parties. Grove City Public Schools (GCPS) serves 22,000 students in five schools in the western region of Virginia. Over the past two years, the school community has experienced an increased number of behavioral health concerns. Division data from the 2021-2022 school year indicates that the percentage of students who have "seriously thought about suicide" was 29 percent for high school students, 12 percent for middle school students, and 6 percent for elementary students. Additionally, the division has lost four students to suicide over the past 18 months. GCPS is a racially diverse school community with 34 percent Black, 24 percent Hispanic, 8 percent Asian, and 28 percent White students. 70 percent of students receive free or reduced lunch.

GCPS currently employs eight school counselors, one school psychologist, and a part-time school social worker. There are unfilled positions for one Full-Time Employed (FTE) school psychologist and one FTE school social worker. Because of the high ratios for school-based mental health (SBMH) providers, there is limited capacity to meet the complex behavioral health needs of the students. Forest CSB serves the western corridor of Virginia, which includes GCPS. They offer behavioral health services to children and families.

Purpose

The purpose of this agreement is to establish roles and responsibilities of the Parties to develop a plan to implement behavioral health services in the schools. Forest CSB will provide behavioral health providers to all GCPS schools. These providers will function within the structure of the division's Multi-Tiered Systems of Support (MTSS). Forest CSB providers will collaborate with the division SBMH providers to determine how services will be delivered. School and community providers will complete the Virginia Department of Education (VDOE) school-community behavioral health training modules as part of the integration process.

Roles and Responsibilities: The Parties agree to the following roles and responsibilities.

Forest Community Services Board (FCSB)

- Will provide a clinical supervisor to actively participate on the Division Behavioral Health (DBH) Leadership Team and to supervise FCSB clinicians.
- Will provide three clinicians who will serve the five GCPS schools, four days per week.
- Will provide clinical supervision and professional development to clinicians one day per week.

FCSB Clinicians

- Will participate on school teams; including MTSS teams, crisis teams, and others as assigned to support effective school-community collaboration.
- Will collaborate with SBMH providers to determine coverage across the five schools and to provide mental health screening, assessment, and services as determined by the MTSS team.
- Will utilize evidence-based services and supports, as available. When evidence-based interventions are not available for intended the population, selected interventions should be based on promising/best practices and should be evaluated for program impact.
- Will complete VDOE school-community behavioral health training modules to understand relevant school policies and regulations.

Grove City Public Schools

- Will provide a confidential office space in each school for clinician use that will include space to meet with students and/or families, a phone, and computer with internet access.
- Will provide an on-site point of contact to facilitate successful integration of the community provider into school(s) and to address any concerns.

Communication: School and Community providers

- Will complete the VDOE school-community behavioral health training modules to better understand each other's unique contributions, as well as their shared purpose in the collaboration.
- Will maintain communication through participation on MTSS, crisis, and any other teams.
- Will ensure the complete confidentiality of all identifying student and family information gathered in the performance of this agreement. The information gathered, used, and developed shall not be provided to any other party without the express written approval of individual(s) authorized to give consent for release of information.
- Will collaborate to provide mental health screening, assessment, and behavioral health services.

Workplace Logistics

FCSB clinicians will have access to a confidential office space in each school building to meet with students and families. Each office will be equipped with at least one desk, a table, three chairs, a telephone, and computer with internet access. Office supplies (e.g., paper, pens, folders) can be obtained through each school office. As part of the onboarding process, community providers will complete requirements to receive a GCPS identification card that will allow access to school buildings.

Supervision and Professional Development

Forest Community Services Board will provide clinical supervision and professional development to community providers. On-site supervision will be determined at each school.

Data Collection

Community providers will collect data in accordance with the policies of FCBS. FCSB will report findings of data collection to GCPS on a quarterly basis and as part of the MOU review process.

Confidentiality

As part of the onboarding process, school and community providers will review Federal and State laws relevant to sharing of information (HIPPA and FERPA). Except in the case of an emergency, school and community providers will have parents sign a release of information when student specific information is shared between providers. An emergency is defined as a student expressing threats to self or others; in such a case, parental permission is not required to share pertinent information.

Funding

GCPS will pay FCSB the total sum of \$200,000 for the 2023-2024 school year for FCPS to provide the services outlined above. Payments will be made in a monthly invoice reconciliation, beginning September 1, 2023.

Disclaimers and Terms

This Agreement is for the 2023-2024 school year, beginning August 14, 2023, and ending June 7, 2024. Both parties will meet quarterly to review the components of the MOU, data collected, and outcomes and revise the MOU, if needed. Either party may terminate this Agreement for non-performance after first giving written notice of breach to the other party and an opportunity for the other party to cure the non-performance within fifteen (15) days of the receipt of written notice. Notice shall be deemed effective when delivered via certified mail to the following:

Grove City Public Schools
112 Yellow Road
Grove City, Virginia 23185

Forest Community Services Board
400 Mountain Road
Grove City, Virginia 23666

Final Authorization

This MOU contains the entire agreement between the parties with respect to the subject matter set forth herein but may be modified with the written consent of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Superintendent
Grove City Public Schools

Executive Director
Forest Community Services Board