

Virginia Department of Education

Developing A Memorandum of Understanding (MOU)

Sample Telehealth MOU between Grove City Public Schools and Behavioral Care Limited

Introduction

The Parties of this Memorandum of Understanding (MOU) are Grove City Public Schools and Behavioral Care Limited (BCL) 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 2022-2023 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. Additionally, there are a limited number of community behavioral health providers within the rural community. Behavioral Care Limited (BCL) is a nationally recognized telehealth provider that offers a variety of telehealth options, including individual counseling to K-12 students all over the United States.

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. Prior to the creation of this agreement, the GCPS and BCL have viewed and passed the knowledge checks of the informational modules titled "*Implementing an Effective Memorandum of Understanding.*" BCL will provide licensed clinicians to offer individual counseling to any K-12 student enrolled in a GCPS school that meets the school defined entry criteria and for whom parental consent has been obtained. These counseling services will be offered within the school division's tiered

framework. Regular collaboration between BCL providers and GCPS staff will be necessary throughout the time frame of the MOU.

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

Behavioral Care Limited (BCL)

- Will provide a clinical supervisor to participate in quarterly meetings with the GCPS behavioral health leadership team and to supervise BCL providers.
- Will coordinate staff and have licensed clinicians available to provide telehealth counseling to identified K-12 students in the five GCPS schools, during school hours.
- Will provide clinical supervision and/or professional development to BCL providers at least one day per month.
- Will ensure that the BCL providers operate within their scope of practice and adhere to their licensing board's ethical guidelines.

BCL Clinicians

- Will utilize evidence-based services and supports, as available. When evidence-based interventions are not available for the intended population, selected interventions should be based on promising best practices and should be evaluated for program impact.
- Will alert a designated school contact in the event of an emergency or if the student poses a safety risk to themselves or others.

Grove City Public Schools (GCPS)

- Will provide to BCL the names and phone numbers of at least two contacts in each school (at least one being a school-based mental health provider) that are available to the BCL provider in an emergency with or safety risk to a GCPS student.
- Will provide to BCL the contact information for the BCL staff member in each school that can assist with internet connectivity issues and address any telehealth equipment problems.
- Will identify students requiring counseling services through progress monitoring and will request parental consent for counseling.
- Will provide to BCL a list of students (along with their demographic information, reason(s) for referral, and signed consent form) requiring counseling every other Friday and at least 2 weeks prior to services delivery.
- Will provide a confidential space in each school for the student to meet with the BCL provider for telehealth services.
- Will provide an identified contact to accompany each student to and from the confidential space for telehealth counseling with the BCL provider. The identified contact will be trained in recognizing and responding to students in emotional distress and be knowledgeable about the school's guidelines for addressing students in emotional distress.

Communication and Collaboration: School and BCL providers

- Will collaborate to schedule session times and dates when students will meet with BCL providers.
- Will meet weekly to discuss student goals and progress towards those goals.
- Will participate on the school's multi-tiered system of support (MTSS) intervention monitoring team.
- 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.

Workplace Logistics

Each GCPS school will provide a confidential space where students can meet with the BCL telehealth provider. The space will include a minimum of a chair, table, and internet with camera access via a computer or tablet. The telehealth equipment provided will meet the technical specifications defined by BCL.

Supervision and Professional Development

Behavioral Care Limited will provide clinical supervision and professional development to BCL providers. There will be no on-site supervision.

Data Collection

BCL providers will collect data in accordance with the policies of BCL. BCL 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 BCL providers will review Federal and State laws relevant to sharing of information (HIPPA and FERPA). Except in the case of an emergency, school and BCL 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 Behavioral Care Limited the total sum of \$500,000 for the 2024-2025 school year for BCL to provide the services outlined above. Payments will be made in a monthly invoice reconciliation, beginning September 1, 2024.

Disclaimers and Terms

This Agreement is for the 2024-2025 school year, beginning August 14, 2024, and ending June 7, 2025. 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

Behavioral Care Limited
2100 Century Road
Kansas City, Missouri 42653

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
Behavioral Care Limited