**Memorandum of Understanding #FY 21 – Take Care Delaware**

**By and Between**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School District**

**and**

**Mental Health Provider**

**Mental Health Services for Children Exposed to Trauma**

**I. PURPOSE**

**Implement an Initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right supports, is often associated with increased risk of poor outcomes in emotional, behavioral and physical health over the life span. Children exposed to violence and trauma are also at a higher risk of poor school-related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence. This project directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur *by providing on-site, trauma focused interventions, by qualified mental health providers, to children identified by local law enforcement and school personnel.***

**II. \_\_\_\_\_\_\_\_\_\_\_ SCHOOL DISTRICT STAFF AGREES TO:**

1. Make a referral to (Mental Health Provider) for on-site Trauma-Focused intervention to children and their families that have been exposed to violence or trauma following the referral protocol as outlined below.
2. Make a referral to (Mental Health Provider) for children and their families who would benefit from on-site mental health interventions following the referral protocol as outlined below.
3. Provide (Mental Health Provider) access to relevant student records as needed and as authorized by the child's parent or guardian.
4. Coordinate with (Mental Health Provider) to schedule therapy sessions at the least disruptive time for the student.
5. Maintain the confidentiality of students’ mental health services.
6. Provide non-identifying, aggregate data, reports and documentation of this project upon request to Division of Prevention and Behavioral Health Services and other key stakeholders.

**III. (Mental Health Provider) AGREES TO:**

1. Provide on-site and/or community-based Trauma-Focused and other interventions to children and their families who have been exposed to violence or trauma.
2. Provide on-site and/or community-based mental health intervention to students and their families as identified by school personnel or self-referral.
3. Coordinate with school personnel to schedule therapy sessions at the least disruptive time for the student.
4. Participate in a meaningful way in any MDT, SST, or other meeting, deemed necessary by school personnel, and as authorized by the child's parent or guardian.
5. Provide psychological test results, treatment recommendations, accommodation recommendations and status updates to key school personnel as authorized by the child's parent or guardian.
6. Provide psycho-education regarding trauma and its effects and other disorders of childhood to school personnel, parents and guardians, as requested.
7. Maintain the confidentiality of student's academic records and mental health services.
8. Provide non-identifying, aggregate data, reports and documentation of this project upon request to Division of Prevention and Behavioral Health Services and other key stakeholders.

**IV. REFERRAL PROCESS:**

**SCHOOL:**

Upon receipt of a Take Care Delaware form, identifying a child's exposure to violence or trauma, school personnel will...

1. Provide an ongoing assessment of the child's need.
2. Determine need for professional Trauma-Focused or other intervention.
3. Gain appropriate consents from the parent or guardian.
4. Notify (Mental Health Provider) of referral via a Clinical Referral Request Form.

**MENTAL HEALTH PROVIDER:**

Upon Receipt of Clinical Referral Request Form, (Mental Health Provider) will...

1. Contact the Parent or Guardian to schedule initial intake assessment, within 48 hours of receipt.
2. Coordinate with school personnel to identify the least disruptive time in the child's schedule for ongoing trauma-focused and other intervention.
3. Provide ongoing on-site and/or community-based trauma-focused and other interventions to identified child.
4. Keep School personnel informed of status of service provision.

**V. TERMINATION AND LIABILITY:**

1. School District has the right to cancel this MOU with 30 days written notice to (the Mental Health Provider).
2. (Mental Health Provider) has the right to cancel this MOU with 30 days written notice to the School District.
3. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, sub-contractors, officers or directors to the extent allowed by law. Each party shall indemnify, defend and hold its truees, directors, officers, affiliates, employees, sub-contractors and agents harmless from and against any and all claims, causes of action, penalties, fines and forfeitures (including without limitation, reasonable attorney's fees) imposed upon or asserted against the other party or any of its trustees, directors, officers, employees, sub-contractors or agents as a result of any action or inaction by each party in performing its obligation.
4. This MOU is valid from , 20\_\_ until , 20\_\_.

Signed,

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, Clinical Director Date

Mental Health Provider

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, Superintendent Date

\_\_\_\_\_\_\_\_\_ School District