

MEMORANDUM OF UNDERSTANDING
BETWEEN
BORDER REGION MHMR COMMUNITY CENTER
AND
LAREDO INDEPENDENT SCHOOL DISTRICT

I. PURPOSE:

This memorandum of understanding has been developed to ensure a collaborative effort in providing mental health services to children and adolescents served by Border Region MHMR Community Center (BRMHMRCC) and the same children and adolescents enrolled in any Laredo Independent School District (LISD) school or program. The understanding intends to facilitate cooperation, communications, collaboration and identification of responsibilities between these agencies.

The Child, Adolescent and Parent Services (CAPS) program is the entity of BRMHMRCC responsible for fulfilling the contents of this memorandum of understanding. The purpose of the CAPS program is to provide quality mental health services to children, adolescents and their families in a cost-effective manner, which results in independence from BRMHMRCC services and programs. The objectives of the CAPS program are:

- 1) To prevent out-of-home placements in state hospitals, -TYC facilities, and conservatorship of the Texas Department of Human Services.
- 2) To prevent expulsion/dismissals from the school system.
- 3) To significantly increase the child and family's level of functioning.
- 4) To increase the family's utilization of appropriate community resources.
- 5) To promote community integration.
- 6) To provide mental health education to the community.

II. REFERRALS:

The Child, Adolescent and Parent Services (CAPS) program of BRMHMRCC agrees to assess and evaluate all referrals made by LISD for appropriateness for admissions based on the following criteria.

- ADMISSION CRITERIA

Children and Adolescents between the ages of 0-18 with severe emotional, behavioral or mental disorders as evidenced by a DSM-IV Axis I or II diagnosis, excluding a single diagnosis of pervasive developmental disorder, substance abuse, autism or mental retardation, and at least one of the following:

- a functional impairment as indicated by a Global Assessment of Functioning Scale (GAF) of 50 or less either currently or in the past year; or
- at risk removal from the home or preferred living situation; or

- identified as emotionally disturbed in special education

Within these criteria, children and adolescents are equally prioritized for services that are:

- in conservatorship of the Texas Department of Human Services
- on court-ordered probation;
- committed to the Texas Youth Commission who are on parole or living in community placements;
- identified as emotionally disturbed in a special education;
- released from state hospitals;
- Psychiatric emergencies from the community.

III. EMERGENCY SERVICES:

The CAPS program agrees to provide Crisis Intervention services as situations arise that require clinical assessment, evaluation and intervention. Crisis Intervention services are available through the CAPS program twenty-four hours per day and can be accessed by calling (956) 725-7745 Monday – Friday between 8:00 AM – 5:00 PM or by calling 1-800-643-1102 after-hours, weekends and holidays. The CAPS staff responding to a crisis situation will make an assessment of the person's risk to harm self or others and will follow through with necessary clinical and protective actions, up to and including hospitalization.

IV. CONFIDENTIALITY:

The medical records of consumers enrolled in the CAPS program are confidential and protected by Federal and State law. The only way that BRMHMRCC and CAPS may release information contained in the medical record to the LISD or other persons or agencies is with the consent of the child or adolescent's parent or legal guardian or through a properly executed Court Order from a Court of competent jurisdiction.

V. SERVICES BY CAPS:

In accordance with this memorandum of understanding the CAPS program:

- 1) Will offer the full range of services to children and adolescents referred by any LISD school or program to include medication management, medication monitoring, medication education, Psychiatric services, service coordination, rehabilitation skills training, screening and evaluation, crisis intervention and emergency services and other appropriate and available CAPS services. The CAPS program will make all determinations regarding the level of care and participation in programs and services based on clinical and program criteria.
- 2) Will accept all referrals made by LISD schools and programs and determine eligibility for services with BRMHMRCC.

- 3) Will work with LISD teachers, counselors and other school professionals in a collaborative manner to ensure that service delivery is coordinated and effective, and that community resources are used to supplement academic and mental health services to enhance success of the child, adolescent and family.
- 4) Will actively collaborate with education staff, teachers and counselors in the development of CAPS consumers needing I.E.P.'s and will attend A.R.D. meetings when scheduled and proper notification is provided by LISD.
- 5) Will participate in reciprocal training for LISD teachers, counselors and school professionals when needs are identified and CAPS or BRMHMRCC staff have expertise in an area that will lend to the professional development of participants.
- 6) Will provide school based services to enrolled children and adolescents to include service coordination activities, rehabilitation skills training and crisis intervention services.
- 7) Will provide classroom observation of enrolled children and adolescents when requested by LISD teachers and counselors or when deemed necessary by the CAPS provider team.
- 8) Will actively participate in the monthly CRCG meeting designed to address the needs of children, adolescents and families requiring the coordination of resources to meet their needs or needs that are beyond the immediate scope of the community and existing resources.

VI. LAREDO INDEPENDENT SCHOOL DISTRICT:

In accordance with this memorandum of understanding the Laredo Independent School District:

- 1) Will make referrals to the CAPS program based on the needs of children and adolescents within the scope of criteria established for service delivery by BRMHMRCC.
- 2) Will allow CAPS employees access to school buildings and classrooms for the purpose of providing service coordination activities, rehabilitation skills training, classroom observation and crisis intervention services.
- 3) Will, when possible, provide CAPS employees with a private area in the schools for conducting service coordination, rehabilitation skills training and crisis intervention services.
- 4) Will provide CAPS employees with at least a seven (7) day notice of any scheduled I.E.P. or A.R.D. meeting that requires the participation and input of staff on a child or adolescent mutually served by both agencies.
- 5) Will require teachers and counselors to complete all documents and paperwork that are designed to benefit service delivery and coordination to the child, adolescent and family within ten working days. This would include classroom observation reports, scoring of simple classroom reports and feedback tools, written statements regarding observations, behaviors,

symptoms and other relevant information designed to provide value to treatment planning and service delivery.

VII. FEE FOR SERVICES:


Fees for the use of facilities and staff or services will not be made or exchanged between agencies, except as outlined by other approved contracts for services. BRMHMRCC and CAPS will charge for services based on an established sliding scale fee for services. All charges will be made directly to the family of the child or adolescent in accordance with Federal and State laws. BRMHMRCC or CAPS will refuse no one mental health services for the inability to pay.

VIII. AGENCY SURVEY:

Both agencies agree to participate in and complete an annual satisfaction survey designed to foster, improve and maintain professional working relationships between the agencies. Each agency will develop and provide an agency survey to be completed during the month of September. The information provided will be used to make program changes and enhance services and collaboration between both agencies.

IX. DURATION OF MEMORANDUM OF UNDERSTANDING:

The information in this memorandum of understanding is valid from the 1st day of April, 2002 through the 31st day of August, 2007. Either party may make recommendations to amend this memorandum of understanding by mutual consent at any time during the effective period.



Juan Sanchez
Executive Director
Border Region MHRCC

3-25-02
Date Signed

Authorized Signature
LAREDO INDEPENDENT SCHOOL DISTRICT

Date Signed

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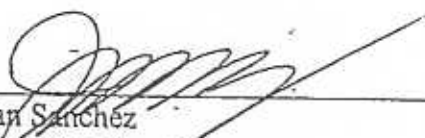
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