

## Memorandum of Understanding

### Working to Recognize Alternative Possibilities (WRAP) Program

This document serves as a guide and an agreement between Bert Nash Community Mental Health Center and the School Districts: Lawrence Public Schools (USD 497), Baldwin Public Schools (USD 348), Perry-Lecompton Public Schools (USD 343), and Eudora Public Schools (USD 491). This document stems from a collaborative effort to reach consensus regarding the WRAP program, its implementation, and accountability.

The term of this Agreement shall commence on August 1, 2022 and terminate in one calendar year, provided that notice to terminate must be submitted in writing by one of the parties hereto at least 60 days prior to the end of the term. Should no notice be submitted, the term of this Agreement shall automatically renew for consecutive one-year periods. Failure to abide by the terms of this Agreement shall constitute default and entitle any non-defaulting party to seek remedies to the Agreement by written notice to the other within 60 days.

The WRAP Program is staffed by WRAP Program Managers and WRAP Therapists.

The parties agree that a WRAP Program Manager is:

1. A Licensed Mental Health Professional that is licensed to practice independently by the State of Kansas Behavioral Sciences Regulatory Board in a behavioral health discipline.
2. Provides supervision to WRAP Therapists through a weekly WRAP team meeting, a monthly Bert Nash Child and Family Services department meeting, and individually as needed.
3. Maintains regular contact with both District and Building level Administrators to ensure to the successful operation of the WRAP Program.
4. Submits monthly to Districts the number of clients served by location and provider.

The parties agree that a WRAP Therapist is:

1. A Licensed Mental Health Professional that is licensed at the intermediate or independent level by the State of Kansas Behavioral Sciences Regulatory Board in a behavioral health discipline.
2. Assigned to one or more schools for the provision of behavioral health services as part of the educational team at each school.
3. A member of their school(s)'s mental health team and expected to be a regular attendee at meetings.

The parties agree that the goals of the WRAP Program are as follows:

1. Provide mental health support for optimum well-being and functioning of the school and school community.
2. Provide local access to mental health improvement interventions, removing as many barriers as possible.
3. Provide coordinated access to more intensive resources outside of the school setting as needed.
4. Engage students and their collaborative caregivers in treatment activities for identified needs.
5. Increase a sense of connection to trusted adults in the school setting.
6. Minimize symptomology of mental health concerns.
7. Optimize functioning of students in response to student needs.

8. Optimize functioning of the education system in response to student needs.
9. Support for school staff.
10. Assure non-duplicative services, allowing for the school district and school staff to focus on their specialties.

The parties agree that eligible children and families are:

1. Douglas County, KS residents where the child is enrolled in one of the four public school districts: Lawrence Public Schools, Eudora Public Schools, Baldwin Public Schools, and Perry-Lecompton Public Schools.
2. Three WRAP service encounters may be provided without an intake to Mental Health Center services. Thereafter, ongoing WRAP services will require a Mental Health Center intake and enrollment in Bert Nash Center.
3. Families provide required documentation as needed to qualify for services, including proof of insurance, proof of residency and proof of income.

The parties further agreed there are four key elements for the ongoing success of the WRAP Program.

1. Care Collaboration/Integration
2. Continuity of Care
3. Partnership Health
4. Data and Accountability

Definitions and expectations of each of these is outlined below.

#### Care Collaboration/Integration

The parties agree that it is vital for Bert Nash and the School Districts to partner around care for students and their families.

1. The WRAP Therapist shall have contact with the youth enrolled in schools pursuant to an established referral process adapted for each school and established by this agreement. The WRAP Therapist in partnership with school based mental health team shall determine the level of need of the youth being served, and the WRAP Therapist shall make an allotment of time for consultation services to school personnel, juvenile justice agencies, and welfare agencies.
2. Bert Nash agrees to provide WRAP services including prevention/intervention/crisis services to students and their families. Students who will need ongoing WRAP services to support their mental health at school will be enrolled as Bert Nash clients.
3. Whenever a student needs ongoing WRAP services, the WRAP Therapist will request a Consent to Treatment and Release Information form be signed by parents/guardians.
4. The parent/guardian will need to sign the Consent to Release Information form between Bert Nash and the School District for the student to receive ongoing WRAP services.
5. The WRAP Therapist will consult with the school's Building Administrator and Mental Health Team members on the prevention/intervention services to students and their families, as needed.
6. The Building Administrator may assign tasks to the WRAP Therapist consistent with goals of the WRAP Program outlined above. Some examples may include responding to a crisis within the

school building, completing an observation of a student or classroom to support the preparation of reports and plans, and coordinating the signing of releases.

7. The School Districts agree to provide office facilities for Bert Nash staff at local schools and administrative support services as needed.
8. Bert Nash will provide WRAP Therapists with a computer and other technology and resources necessary to complete their role.
9. School Districts will provide the WRAP Therapist with a School District email account and limited access to student information systems as approved by the school district such that they can be effective in providing services to children and youth.
10. The WRAP Therapist, while considered a Bert Nash employee, shall be accountable to the Building Administrator while on-site in a School District building and be considered part of the institutional team providing educational support services.
11. The WRAP Therapist will provide Building Administrators a copy of their working schedule and inform them when they will be absent from the building.
12. The WRAP Therapist will provide Building Administrators with a list of students they are serving and a summary of treatment plan goals and objectives on an ongoing basis.

#### Continuity of Care

The parties agree that communication and care must happen seamlessly between all members of the educational team for the benefit of children, their families, and the community. As such:

1. WRAP Therapists will be part of the education support team and will coordinate care between students and other school staff.
2. WRAP Therapists will work to coordinate care between students and their other providers at Bert Nash.
3. Whenever a student is to receive ongoing WRAP services, WRAP Therapists will work with families to obtain a Consent to treatment and to Release Information from the parent/guardian.
4. WRAP Therapists will ensure that children and families are aware and linked to other available resources in the community.

#### Partnership Health

The parties agree that the recruitment, hiring, and on-boarding of WRAP Therapists and the retention and evaluation of current WRAP Therapists shall be collaborative and include:

1. Joint review of applicants which would include: a WRAP Program Manager and a Building Administrator or their designee (designee should be another Building Administrator and not a peer to the WRAP Therapist). Other team members may be included at the discretion of the WRAP Program Manager and/or Building Administrator.
2. A collaborative interview process that includes representatives from both Bert Nash and the School District/building where the WRAP Therapist will be placed as available.
3. Bert Nash, as the employer of the WRAP Therapist, will make the final determination on extending an offer of employment, but consideration will be given to the feedback provided through the steps above.
4. Building Administrators and/or their designee (designee should be another Building Administrator and not a peer to the WRAP Therapist) shall provide feedback to the WRAP

Program Manager on a quarterly basis to be included in the WRAP Therapist Quarterly Evaluation at Bert Nash.

5. WRAP Therapists shall attend all district and building level trainings as requested by their Building Administrator, except for trainings that are focused on curriculum.
6. WRAP Therapists, their WRAP Program Manager, and the Building Administrator shall work together to identify the “duty day”, which may vary individually and by building.

The parties agree regular communication shall take place between the parties and shall include, at a minimum:

1. A quarterly meeting to include representatives from Bert Nash, each School District and Douglas County.
2. A monthly meeting between Bert Nash and each School District, where opportunities and concerns can be addressed, and data is shared and reviewed. <sup>1</sup>

The parties agree if there is a concern with an individual WRAP Therapist, a district representative shall communicate said concern to the WRAP Program Manager within 3 business days. If there is a larger program concern, that should also be communicated to the WRAP Program Manager within 3 business days and / or addressed at the quarterly partnership meeting.

#### Data and Accountability

The parties agree that Bert Nash will:

1. Submit monthly reports regarding the number of individuals served by the WRAP Therapist and by School Building to the School Districts, including service times and types.
2. The WRAP Therapist will provide the School Administrator and School Mental Health Team with a summary of goals with students and recommendations for strategies to support student well-being. Additionally, the WRAP Therapist will report on any perceived trends in their building.
3. Submit a quarterly Executive Summary to each school district highlighting the number of individuals served by the WRAP Therapist and School Building and a summary of key trends, opportunities, and challenges.
4. Annually, and in partnership with the School Districts, submit an Executive Summary to the Douglas County Commission highlighting the number of individuals served by the WRAP Therapist and School Building and a summary of key trends, opportunities, and challenges.
5. Additional reports and data may be requested as needed by the School District and Bert Nash will have five business days to respond.

The parties agree that School Districts will:

1. Provide *census* statistical information relative to the WRAP Program including number of suspensions, trancies, dropouts, grades etc.
2. Bert Nash staff engaged in the WRAP Program shall have access to student records, as needed, *with parent/guardian consent*. The student information may not be shared outside the school with any agency/third party provider without a Consent to Release Information form completed *by the parent/guardian* and submitted to the Building Administrator.

Additionally, the parties agree that:

Bert Nash and the School Districts agree that the WRAP Therapists are independent contractors of Bert Nash to the School District and under no circumstance should be considered employees of the School District. Both Bert Nash and the School Districts understand and agree that Bert Nash shall be responsible for all employment related obligations including, but not limited to, Worker's Compensation and any other applicable insurance and benefit(s) provided to the WRAP Therapist such as: health insurance, KPERS, paid leave time, and any other voluntary benefits offer by Bert Nash.

Bert Nash will indemnify and hold harmless the School Districts and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by Bert Nash, or any employee or agent of Bert Nash, in the performance or omission of an act or responsibility assumed or deemed to be assumed by Bert Nash pursuant to this Agreement.


The School Districts, *to the extent permitted by law*, will indemnify and hold harmless Bert Nash and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by the School Districts, or any employee or agent of the School Districts, in the performance or omission of an act or responsibility assumed or deemed to be assumed by the School Districts pursuant to this Agreement, to the extent allowed by law.

All parties agree that the WRAP Therapists are mental health providers and an extension of the Bert Nash Service array to provide Behavioral Health Services to aid in a student's overall health and functioning. As such, Bert Nash and each WRAP therapist assigned to work in a district building will comply with all The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements regarding confidentiality, and in relation to student records *the Family Educations Rights and Privacy Act (FERPA)*.

**Unified School District #497**

**Bert Nash Community Mental Health Center,  
Inc.**

\_\_\_\_\_  
District Superintendent

  
\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

8/15/22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
Date