

California Community Colleges HEALTH & WELLNESS



Memorandum of Understanding Guide and Template

Many California Community Colleges (CCC) have been able to build additional capacity to provide mental health services to students by entering into a memorandum of understanding (MOU) with local agencies. Partners have included county departments of behavioral and mental health; community- and faith-based mental health providers; and clinical care settings such as hospitals and treatment centers. These collaborations have enabled CCCs to appropriately refer students in distress or at risk of distress to appropriate mental health services.



This guide is designed to help CCC understand the nature, purpose, and scope of an MOU with a provider. The “Sample Discussion Questions” serve as a starting point for potential partners to identify common goals; terms of engagement; and roles and responsibilities. Once there is agreement on key decision points, the “MOU Template” can serve as a tool to help partners design an implementation plan for their joint activities. Please note that the template is for planning purposes only; each partner should engage their legal team before finalizing an MOU.



What is an MOU?

A Memorandum of Understanding (MOU) is a document that two or more collaborating parties use to codify the details of their alliance. An MOU is a formal document that is signed by all parties. In general, an MOU must identify the signing parties, explain the purposes and/or objectives of the alliance, and summarize the terms of the alliance. An MOU may also contain disclaimer language that specifies when and how signing parties may dissolve the agreement. It may also create specific outcomes, measurements, and expected benefits for the mutually served population.



Why use an MOU?

An MOU summarizes the common goals between partners and gives authority and responsibility to both partners; this minimizes potential problems in the future. It helps create ongoing pathways to mental health services that are sustainable and can weather staffing transitions at both organizations. An MOU clarifies how decisions will be made and by whom; how conflict will

be resolved; and how the scope of the partnership can be changed. The data sharing agreements that are part of a standard MOU ensure that both parties adhere to HIPAA and FERPA privacy laws. The MOU is a map that helps both parties navigate the process of collaboration.



Who should be engaged in creating the MOU?

Collaborative endeavors are often led by champions who are committed to a particular cause. The person who initially negotiates on behalf of the college should be invested in student mental health outcomes and familiar with existing opportunities and challenges on campus. Begin investigating providers by connecting with your local Mental Health Services Association Coordinator; he or she should be able to link you to other county and community agencies. <http://mhsoac.ca.gov/contact-us>.



What services should the MOU cover?

Knowing which services are needed on your campus will determine your choice of partners, and your MOU can specify which services will be delivered by your provider partner. You may already have a specific service in mind, or you can explore the options with county departments and agencies in your community. The table below contains a range of specialized services that may be available in your community and accessible by your students. Each county has different resources and responsive to diverse needs, so not all of these services are available in all communities.

 Mental Health/ Substance Use Treatment	 Emotional Support	 Basic Needs Support
<ul style="list-style-type: none">• Onsite counseling• Individual• Couples/family• Group• Crisis/Urgent Care• Day treatment• Detox/Residential• 12-step• Psychiatric medications	<ul style="list-style-type: none">• Support groups• Peer navigators• Peer support• Phone check-ins• Coping skills groups• Drop-in centers• Chat rooms• Wellness programs	<ul style="list-style-type: none">• ACA/Covered CA/Medi-Cal sign-up• Cal Fresh outreach• Food Banks/Pantry• Financial education services• CalWORKs application• Transportation services

Sample Discussion Questions for Colleges and Providers

What are the goals of the collaboration between College/District and Providers?

- How will services under the MOU address the unmet mental health needs of college students?
- What are the expected outcomes as a result of forming this partnership?

What are the terms of the MOU?

- Who needs to give permission for the MOU to move forward?
- Who is responsible for ensuring support at each organization?
- How long will the MOU be in effect? Will it be renewable and if so, what would be the renewal process?

Which students will be served under the terms of the MOU?

- Which students will be able to access Provider services (e.g., referral source; nature of distress; age of student)?
- How will these students be identified?
- What is the referral process between College and Provider, including emergency and after-hours referrals?
- Will some student populations be prioritized for intervention (e.g., students struggling academically; homeless students; foster youth students)?

What are the responsibilities of the College?

- What information or training will the College provide to Provider (e.g. about the needs of students and its current mental health services/support programs)?
- What role will the College play in reporting and evaluation activities?
- How will the College maintain contact with Provider to ensure that all necessary information and updates on college mental health programs, policies, and services are shared?
- How will the College comply with required authorization to release confidential student information?
- Who will serve as administrative point of contact with Provider? What administrative supports will College provide to Provider?

What are the responsibilities of Provider?

- What information or training, if any, will Provider bring to the College (e.g. service eligibility criteria, required documentation)?
- What role will Provider play in reporting and evaluation activities?
- Who will serve as an administrative point of contact with College?
- How will Provider maintain contact with College to ensure all necessary information and updates on programs, policies, and services are communicated?
- How will Provider coordinate with College services (e.g. student health, disability services, counseling center)?

What are the policies and procedures for referring student to Provider?

- What services will students referred to Provider receive? How are fees-for-service paid?
- Who can make the referral to Provider (i.e., student self-referral, faculty, college counselor, health center)?
- What documentation is needed for referral (e.g. must students referred to Provider be diagnosed by a College licensed clinician or healthcare provider or have documentation of their diagnosis by an off-campus qualified provider prior to referral? Must a diagnosis indicate that the student has a disability—i.e. that the student has a psychiatric condition severe enough to interfere with a major life activity)?
- Do students need to be at least 18 years of age to be referred to Provider?
- Are referrals to Provider limited to full-time students?
- Is there a limit on how many students may be referred to Provider?
- How can we best prepare our students for the intake process when we refer them to Provider?

What is the follow-up process after a student has been referred to Provider?

- Who from College will notify Provider that a referral has been made?
- What systems navigation assistance will Provider give newly referred students?
- Who from Provider will notify College that a student has been seen?
- What information will be shared between College and Provider?
- Who will ensure that students have signed appropriate consent forms to share information between College and Provider?
- Does Provider notify College when treatment has been terminated (e.g., student stops showing up; student ends treatment against clinical advice)?
- If student has separated from the College for mental health reasons, what protocols will be in place to support their reentry?

California Community Colleges Health & Wellness

www.cccstudentmentalhealth.org

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MOU Template



Purpose

Note: Include a brief statement identifying the two parties and summarizing the purpose of the agreement.

Example: This memorandum of understanding (MOU) represents an agreement between ("provider") and ("college/district"). The purpose of this agreement is to create dedicated referral pathways between College and Provider. Both parties are committed to providing mental health services to students that position them to succeed in school, work, and family.

Term of Agreement

Note: Specify the dates through which the agreement will be honored and the process for amending the agreement between those dates. Identify the terms under which the agreement can be terminated.

Example: This MOU is valid from xx/yy/zz through xx/yy/zz. During this period modifications can be made through mutual agreement between parties that is appropriately documented in writing. Either party may terminate this agreement by providing written notice at least three weeks prior to the action.

Location

Note: Specify where agreed upon services will be provided and which party is responsible for ensuring that services are provided in appropriate settings.

Example: The services outlined in this MOU will be delivered on Provider premises at:

1234 Spring Street

Centerville, CA 95009

Provider is responsible for maintaining facilities in compliance with relevant federal, state, and local laws, including the protection of patient privacy.

Service Recipients

Note: Include information about which populations will be served under the terms of the MOU and identify any restrictions that effect access to services.

Example: Services will be provided to youth of transition age (16-24 years) who are referred to Provider through college counseling center. Provider is not obligated to accept referrals made by other college staff or faculty.

Description of Services

Note: Specify the services to be delivered in as much detail as possible.

Example: This MOU covers the following Provider services:

- Onsite or remote counseling for students 16-24 years old
- Crisis assessment and intervention
- Case management

- Community referrals as needed that are appropriate for the client's needs

Staffing

Note: Identify which party is responsible for hiring, training, and supervising staff who deliver the services. Include assurances of qualifications and mandated reporting.

Example: Provider is solely responsible for hiring, training, and supervising staff delivering services under this MOU. Provider certifies that staff are trained according to prevailing professional standards for mental health treatment and that all staff will be adequately supervised. Provider certifies that staff follow legal guidelines on reporting child abuse and child neglect. Provider is responsible for keeping fingerprinting and TB records up to date.

Communication and Collaboration.

Note: Specify the points of contact for each party and identify the format and schedule of communication between parties.

Example: College and Provider agree that mental health services are an integral component of student success. Both parties will engage in ongoing collaboration and communication in service of student wellness, including but not limited to monthly one-hour calls between College and District agents. Agenda, facilitation, and follow-up communication will alternate between parties.

College POC:

Ebony Edwards

123-456-7891

Eedwards@college.edu

Provider POC:

Chaz Chui

123-456-7891

Cchui@provider.org

Confidentiality, Record Keeping, and Information Sharing.

Note: Describe how information will be kept confidential; where and how the records will be stored; and what and how information will be shared between parties.

Example: Both parties recognize that the confidentiality of student records is defined by provisions of state and federal law. Both College and Provider will adhere to these laws, including but not limited to the Health Insurance Portability and Accountability Act and the Family Educational Rights and Privacy Act. Provider agrees to maintain best-practice record keeping that assures the privacy and confidentiality of all student and family data. College agrees to make a good-faith effort to obtain signed releases from students granting permission to share educational and behavioral health data with Provider where appropriate.

Billing

Note: Identify who will cover the costs associated with mental health services for students and any additional funding streams that will be accessed.

Example: Provider is responsible for costs associated with services under this MOU. Services will be provided to referred students at no cost to the student, family, or College. Services delivered under this MOU are funded by federal block grants and county prevention and early intervention funds. As appropriate, Provider may bill Medical for covered services delivered to eligible students.

Liability

Note: It is customary for both parties to commit to defend and indemnify the other party against lawsuits. In addition, some parties specify the amount and type of insurance coverage they maintain.

Example: Both parties shall defend and indemnify the other party, its officers, agents, and employees again all claims, regardless of form, and lawsuits for damages for death or injury to persons or property arising from or connected with services rendered by Provider, its officers, agents, or employees under this agreement.

Signature of College Representative

Signature of Provider Representative