

MEMORANDUM OF UNDERSTANDING
Between
West Virginia Department of Health and Human Resources
And
West Virginia Department of Education
Concerning
EXPANDED SCHOOL BASED MENTAL HEALTH (ESMH)
A PARTNERSHIP TO PROVIDE A GUIDING VISION, LEADERSHIP, AND POLICY

Overview

This MOU is entered into by the West Virginia Department of Education (WVDE) and the West Virginia Department of Health and Human Resources (WVDHHR) to:

- Affirm the commitment to work together to improve and expand on school-based mental health in West Virginia;
- Adopt and promote the definition, core functions, principles and values for ESMH. (See Attachment 1)
- Strengthen and improve existing systems, programs, and resources to build capacity for ESMH in West Virginia schools;
- Articulate the responsibilities of the parties for ESMH related to goals, resources, programs, and policy, for the West Virginia school system.

In recognition of the public benefit to be derived from an effective alignment of education and behavioral health services, the parties agree to the following:

The parties will:

1. Assign one or more individuals to attend and actively participate in regularly scheduled West Virginia ESMH Steering Team meetings who will represent the following WVDE and DHHR entities.
 - a) WVDE: The Office of Special Programs, Office of Early Learning, Office of Secondary Learning, Office of School Improvement, Office of Adult and Technical Education, and the Office of Institutional Programs.
 - b) DHHR: Bureau for Behavioral Health and Health Facilities (Division of Adolescent and Child Mental Health, Division of Substance Abuse, Division of Intellectual and Developmental Disabilities), Bureau of Children and Families, Bureau of Public Health, and the WV System of Care.
 - c) Other parties may be identified to participate as needed.
2. Provide technical assistance, consultation and direct linkage to resources within their respective areas of expertise.
3. Ensure that communication, collaboration, cooperation and coordination occur between both agencies for effective planning and implementation of ESMH.
4. Coordinate and collaborate on the development of mutual goals including:
 - a) improved health and mental health among the school age population;
 - b) increased readiness to learn;
 - c) improved access to mental health services;
 - d) a cohesive and integrated ESMH systems approach to providing a full continuum of interventions in WV schools.
5. Coordinate and collaborate on a work plan which addresses the following goals:

- a) Oversee and refine a state interagency infrastructure to develop and sustain Expanded School Mental Health.
 - b) Continue to implement a strategic communication plan to demonstrate to key stakeholders that mental health programs are necessary and integral to students' academic enrichment and success in school and life.
 - c) Adopt an ESMH framework that addresses the context and meets the needs of WV's students and communities.
 - d) Develop WV standards and protocols to ensure quality and fidelity of the WV ESMH model.
 - e) Create an evaluation design and reporting process that informs funders and stakeholders of ESMH outcomes and progress in WV.
 - f) Provide technical assistance that will improve quality and capacity for ESMH.
6. Review and amend work plan at least annually and/or as needed.
7. The BHHF will facilitate planning activities and will make arrangements for meeting locations.
8. Continue to provide a financial commitment to support: staff participation in ESMH meetings; technical assistance to support ESMH implementation in schools; professional development; planning and resource development.

RELATIONSHIP OF PARTIES

Nothing in the MOU will be deemed, construed or implied by any party, or by any third party, as creating the relationship of principal and agent, partners, or joint ventures between the parties.

No employee, or any party to this MOU, shall become an employee of any of the other parties by virtue of this MOU.

GENERAL PROVISIONS

This MOU can be amended only by written MOU signed by both parties.

Any party may terminate this agreement with a written, thirty (30) day notice.

If any part of this MOU is contrary to any federal, state, or local law, it would then be considered not applicable and invalid.

Karen Bowling, Secretary
West Virginia Department of Health and Human Resources

Date

James Phares, Ed.D, State Superintendent
West Virginia Department of Education

Date