

## **Memorandum of Understanding**

For the  
Children's Mental Health Initiative  
Of Williamson County

This Memorandum of Understanding "Agreement" is an interlocal agreement entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code ch.791, and is entered into to be effective the 1<sup>st</sup> day of January, 2009, between Williamson County Commissioners Court (County), Williamson County and Cities Health District (WCCHD), Bluebonnet Trails Community Mental Health/Mental Retardation (BTCMHMR), Williamson County Juvenile Probation Department (WCJPD), Round Rock Independent School District (RRISD), Georgetown Independent School District (GISD), Taylor Independent School District (TISD), Leander Independent School District (LISD), Texas Department of Family & Protective Services/ Children's Protective Services (CPS), and Lone Star Circle of Care (LSCOC). The parties to this Agreement shall be collectively referred to herein as "Participants".

### **Recitals**

Whereas, it is the desire of the Participants to accomplish the following:

1. Collaborate in the development of a successful grant application under the Children's Mental Health Initiative, a project of the Substance Abuse and Mental Health Services Administration;
2. Create a governing body to oversee the activities of the Children's Mental Health Initiative and to comply with the terms contained herein;
3. Collaborate on behalf of children with mental health needs and their families;
4. Involve children and families as partners in the planning, implementation and delivery of services;
5. Decrease the amount of revenue each entity spends on out-of-home placements;

6. Create and be involved in a community service delivery system that consolidates existing categorical service funding streams;
7. Create a single system of care that will be financially sustained through multi-agency collaboration and integrated resource investment;
8. Utilize care management strategies to improve outcomes and increase efficiencies of service delivery systems;
9. Define and clarify the duties and responsibilities of the Participants, and to set forth the methods by which the Participants shall fund, govern and establish the Children's Mental Health Initiative.

Now, therefore, by this agreement it is mutually understood and agreed by the participants as follows:

### **Section One: Definitions**

For purposes of this Agreement:

- 1.1 "Executive Team" shall refer to those persons representing Participants in the creation of policy, consolidation of resources, and joint strategic planning activities. For purposes of this Agreement, the Executive Team shall be the structure for overseeing all operations and managing integrated funds. The Executive Team will be composed of members of the Williamson County Mental Health Task Force.
- 1.2 "Care Coordination" shall refer to the provision of services that ensure that multiple services are delivered in a coordinated, therapeutic manner that is consistent with the needs of the individual(s) served by the Provider Network.
- 1.3 "Provider Network" shall refer to any agency, individual, organization, group or other entity engaged in the provision of services to children with mental health needs and their families. This network shall be comprised of both traditional and non-traditional providers.

- 1.4 “Wraparound” shall refer to the process by which children and families receive the services they want and need in a flexible manner consistent with their primary language, lifestyle, culture and environment.
- 1.5 “Family” shall refer to any person residing in Williamson County who serves a caretaking role for a child in need of mental health services.
- 1.6 “Care Management Entity” shall refer to one or more entities that contract with the Children’s Mental Health Initiative as a fiscal agent for the purpose of providing for or arranging services required under this Agreement, including but not limited to: financial management, care coordination, contract management, data gathering, claims adjudication and payment, network development and management and resource development. The fiscal agent for grant funding received under the Children’s Mental Health Initiative will be the Bluebonnet Trails Community MHMR.
- 1.7 “Utilization Management” shall refer to the monitoring of clinical and fiscal data for the determination of level of need.

## **Section Two: Governance Authority**

- 2.1 Composition – The Children’s Mental Health Initiative shall operate as a function of the Participants involved. The Executive Team must consist of at least two representatives from each Participant, one of whom must be a Family Representative. The Children’s Mental Health Initiative shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than an entity appointed by the Executive Team.
- 2.2 Executive Team – Upon the effective date of this Agreement, there shall be created an 18-member Executive Team, consisting of one representative of Williamson County Commissioners Court (County), one representative of Williamson County and Cities Health District (WCCHD), one representative of Bluebonnet Trails Community MHMR (BTCMHMR), one representative of Williamson County Juvenile Probation, one representative of Round Rock Independent School District (RRISD), one representative of Georgetown Independent School District (GISD), one representative of Taylor

Independent School District (TISD), one representative of Leander Independent School District (LISD), one representative of Texas Department of Family & Protective Services/ Children's Protective Services (CPS), one representative of Lone Star Circle of Care (LSCOC), and nine family members. Each of the agency Participants must appoint a family member of a child that has received services from that agency to serve on the Executive Team. The composition of the Executive Team should reflect as closely as possible the ethnic and cultural diversity that exists within Williamson County. The number of Executive Team members may increase or decrease as Participants increase and decrease.

- 2.3 Bylaws – the Bylaws of the Executive Team shall be drafted and approved upon notification of the receipt of funding under the Children's Mental Health Initiative. The Bylaws shall include, at a minimum, guidelines for Quorums, Voting Rights, Officers, Terms of Office, Frequency of Meetings, and roles and responsibilities of the various officers.
- 2.4 Duties – The responsibilities of the Executive Team shall include, but not be limited to, the following:
  - A. Develop and recommend written operating policies consistent with any applicable rules or regulations and make advisory recommendations to the Care Management Entity regarding such operations, policies and procedures;
  - B. Review contractual requirements and arrangements between the Care Management Entity and the Provider Network and make recommendations to the Care Management Entity in connection with such contracts;
  - C. Act as a liaison between the Participants and Staff. Such liaison services shall include, but not be limited to, general communications, problem resolution and Participant meeting coordination;
  - D. Participate actively in the development of the annual operating budget for the Children's Mental Health Initiative and recommend the initial criteria for, and thereafter monitor the Care Management

Entity's billing and payment functions for the Children's Mental Health Initiative;

- E. Cooperatively coordinate with the Participants to this Agreement on matters relating to the provision of traditional and non-traditional community-based, family-focused, strength-based , culturally and linguistically competent services.
- F. Actively participate in training and technical assistance activities relating to the system of care.
- G. Assist the Care Management Entity in developing job descriptions, screening applicants and making personnel and staffing recommendations for the Children's Mental Health Initiative;
- H. Form and lead Board Committees created to assist in implementation of Children's Mental Health Initiative functions and activities;
- I. Formulate and recommend a consistent method for calculating the cost and types of services provided by the Provider Network.

### **Section Three: Case Management Entity**

- 3.1 Determination of Role – The Executive Team shall define the role of the fiscal agent/Case Management Entity and shall monitor the agreement related to the services provided. For the purposes of this grant application and unless further amended, the Case Management Entity is intended to be Bluebonnet Trails Community MHMR.
- 3.2 Procurement of Care Management Services – The Executive Team shall determine the process by which Care Management Services will be procured.
- 3.3 Duties – The responsibilities of the Care Management Entity shall include, but not be limited to the following:
  - A. Organizing an array of services in the Provider Network;
  - B. Managing all operations in a way consistent with the system of care philosophy and Wraparound approach;

- C. Integrating the Participants' providers with the Provider Network if the services provided by those entities would expand the service options available to families;
- D. Providing Care Coordination Services for children and families involved in the Children's Mental Health Initiative;
- E. Integrating clinical and financial decision-making so utilization management involves and best meets the needs of children and families;
- F. Providing clinical and service delivery training in all aspects of the care process, especially the child and family team;
- G. Measuring the functional outcomes of care received by children and families;
- H. Ensuring that the Provider Network reflects the ethnic diversity of the population served;
- I. Ensuring that the Provider Network has the capability to serve children and families who do not communicate either orally or in English;
- J. Providing or arranging training on the following topics: system of care philosophy, Wraparound, clinical and service delivery skills, cultural competence, family-based services, strength-based treatment, interagency collaboration skills, interagency case review skills and how to develop effective service plans;
- K. Collaborating with children and families to provide training on approaches for family involvement in the system of care;
- L. Developing a reinvestment strategy which outlines how the Care Management Entity will use fund savings to purchase or add additional services to the Provider Network;
- M. Develop memoranda of understanding with appropriate agencies and providers for delivery of services available under federal entitlements as outlined in the rfp; and
- N. Develop memoranda of understanding that specify any collaboration with other Federal discretionary grant programs available in the community.

- 3.4 Allowable Costs to Provide Care Management Functions: The Care Management Entity will perform care management functions at a cost approved by the Executive Team, not to exceed limits set by the regulatory authority of Participant Funders.

#### **Section Four: Child/Family Placement in the Children's Mental Health Partnership**

- 4.1 The Participants declare that the Children's Mental Health Initiative was designed to prevent out-of-home placements, and to decrease the length of time a child/adolescent spends in out-of-home care;
- 4.2 Children/Adolescents involved in the Children's Mental Health Initiative will be identified by Participant agencies and referred to designated staff for immediate access to level of need determination activities;
- 4.3 It is the intent of the Participants hereto that for each child/adolescent who is provided services funded through the Children's Mental Health Initiative, the term of such services will be concurrent with the individual/family's needs.

#### **Section Five: Funding for the Children's Mental Health Initiative**

- 5.1 For each funding year during the term of this Agreement, the Board of Directors shall establish, based on the amount of revenue allocated to the fund pool, a required number of children/families to be served;
- 5.2 Funding allotment must be agreed upon by each Participant;
- 5.3 If any portion of the funds allotted to the Children's Mental Health Initiative remain unused at the end of the fiscal year, such funds shall become rollover funds for the following year, if approved by Participants' funding authority;
- 5.4 Maintenance of Integrated Fund Pool – The Care Management Entity shall place all funds received hereunder in a fully insured depository account, or other secured account as required by Participants' regulations. Funds

received hereunder shall be separately accounted for and may not be budgeted or allocated for any purpose other than the operation of the Children's Mental Health Initiative. All principal and any interest accruing to the Children's Mental Health Initiative account from such deposited funds shall be credited to the Executive Team and shall be used for the necessary and reasonable expenses of the Children's Mental Health Initiative and shall not be comingled with the regular operating funds of the Care Management Entity. All rollover funds shall be separately accounted for and used as approved by the Executive Team.

- 5.5 Accounting – Accounting shall be provided to Participants on an as-requested basis, including the amounts paid to the Care Management Entity on behalf of the Children's Mental Health Initiative, together with supporting documentation.
- 5.6 Billing – the Care Management Entity shall establish and coordinate billing arrangements with Providers with respect to funding requirements and obligations;
- 5.7 Audit – At least annually, the Care Management Entity and Providers shall be audited with respect to the Children's Mental Health Initiative;
- 5.8 Budget – The Executive Team shall provide recommendations to the Care Management Entity on budgetary matters relating to the establishment and operation of the Children's Mental Health Initiative.

## **Section Six: Terms of Agreement**

- 6.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through September 30, 2010. This agreement shall be automatically renewed for an additional term of two years on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner. This Agreement may be extended for additional terms of one year upon the mutual consent of the Participants evidenced by an extension agreement entered into no later



than thirty (30) days prior to the termination date of this Agreement, or any extension thereof.

- 6.2 Any provision of the preceding Section 6.1 to the contrary notwithstanding, any Participant funder may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the Children's Mental Health Initiative Executive Team, or for good cause, at any time. Any Participant funder withdrawing from this Agreement shall be entitled to recover all unspent funds from the Care Management Entity to which it is entitled. No Participant withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the Participants, pro-rata, based upon the number of families served by the Participant Agency.
- 6.3 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

## **Section Seven: Miscellaneous**

- 7.1 Record and Reporting Requirements – Throughout the term of this Agreement, the participants hereto agree to establish and maintain detailed records regarding the administration and operation of the Children's Mental Health Initiative, including information regarding the costs of such, including facilities, operations, staffing and administrative expenses and revenue.
- 7.2 Legal Requirements – The Participants agree to comply fully with all applicable federal, state and local statutes, ordinance rules, and regulations relevant to this Memorandum of Understanding. This Memorandum is subject to all applicable present and future valid laws. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Memorandum, or cease performing any act

required by this Memorandum, this Memorandum shall be deemed to have been modified to conform with the requirements of such law or regulation if practical.

- 7.3 Notices—Except where oral notice is specifically allowed or required under this Memorandum of Understanding, any notice provided hereunder by any Participant to any others shall be in writing and may be either (1) delivered by hand to the Participant or his/her designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by fax or email; or (4) delivered by a reputable courier service to the registered addresses of the Participants. Every Participant shall designate an agent and address for notice purposes by giving other Participants ten (10) days written notice in the manner provided above.
- 7.4 Amendments – This Memorandum of Understanding may be supplemented or amended under terms and conditions mutually agreeable to the Participants. The Executive Team of designated committee will review the Memorandum at least once annually.
- 7.5 Integration Clause – This Memorandum of Understanding including schedules and attachments contains the entire Memorandum of the Participants with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement or promise made by or to any Participant or made by or to any employee, officer, or agency of any participant that is not contained in the Memorandum shall be of any force of effect. It is acknowledged by the Participants that no officer, agent or employee or representative of any Participant has the authority to change or amend the terms of this Memorandum or any attachments to it or to waive any action or inaction contrary to its terms unless expressly granted that authority by the relevant governing body of the Participant.
- 7.6 Partial Invalidity – If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of the Memorandum shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the

obligations of the Participants to be impossible to perform or shall cause the terms of this Memorandum to be inconsistent with the intent of the Participants.

- 7.7 Non-Assignability – No assignment of any duty or obligation of performance hereunder, shall be made in whole or in part by any participant without the prior written consent of the other Participants.
- 7.8 Waiver – No waiver of a breach of any provision of the Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 7.9 Immunity – None of the Participants waives or relinquishes any immunity or defense on behalf of him/herself, its trustees, commissioners, officers, employees, and/or agents as a result of its execution of the Memorandum of Understanding and performance of the functions and obligations described herein.
- 7.10 Available funds – The Participants of this Memorandum of Understanding expressly acknowledge and agree that all monies paid pursuant to this Memorandum shall be paid from budgeted available funds for the current fiscal year of each Participant’s organization/entity.
- 7.11 Open Meetings – The meetings at which this Memorandum of Understanding was approved by all the Participants was posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch.551.
- 7.12 Mediation – Any dispute arising under this memorandum of Understanding may be submitted, under consent of the Participants, to non-binding mediation. When mediation is acceptable to the Participants in resolving any dispute rising under this memorandum, the Participants agree to use a mediator mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. All communication within the scope of the mediation shall remain confidential as described in 154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

In Witness Whereof, The undersigned Participants acting under the authority of their respective governing bodies, have duly executed this Memorandum of Understanding in multiple counterparts, each of which shall constitute an original all as of the day and year above first written, which is the date of this Memorandum of Understanding. The effective date of this document is January 1, 2009.

**Williamson County Commissioners Court:**

Address

Phone Number

Fax

Approved:

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Typed name of authorized signature

Williamson County and Cities Health District

Address

Phone Number

Fax

Approved:

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Typed name of authorized signature

**Bluebonnet Trails Community MHMR**

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Approved:

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**Williamson County Juvenile Probation Department**

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**Child Protective Services**

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**Round Rock Independent School District**

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**Taylor Independent School District**

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**Georgetown Independent School District**

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**Leander Independent School District**

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**Lone Star Circle of Care**

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