

**APPENDIX 7**

## SMHP Partner Schools

<b>SMHP Partner School</b>	<b>Approximate Enrollment</b>
<b>Bell Multicultural Senior High School</b> 3101 16 <sup>th</sup> St., NW Washington, DC 20010 <b>DCPS</b>	741
<b>Benning Elementary School</b> 100 41st St., NE Washington, DC 20019 <b>DCPS</b>	184
<b>Booker T. Washington Public Charter School for the Technical Arts</b> 1346 Florida Ave., NW Washington, DC 20009 <b>Charter School</b>	220
<b>Browne Junior High School</b> 850 26th St., NE Washington, DC 20002 <b>DCPS</b>	335
<b>Bunker Hill Elementary School</b> 1401 Michigan Ave., NE Washington, DC 20017 <b>DCPS</b>	245
<b>Burville Elementary</b> 801 Division Ave., NE Washington, DC 20019 <b>DCPS</b>	417
<b>Cesar Chavez Public Charter School</b> 1346 Florida Ave., NW Washington, DC 20009 <b>Charter School</b>	619
<b>Charles Young Elementary School</b> 820 26th St., NE Washington, DC 20002 <b>DCPS</b>	314

## SMHP Partner Schools

<p><b>Children's Studio School</b>            1301 V St., NW            Washington, DC 20009  <b>Charter School</b></p>	84
<p><b>Davis Elementary School</b>            4430 H St., SE            Washington, DC 20019  <b>DCPS</b></p>	294
<p><b>Drew Elementary School</b>            5600 Eads St., NE            Washington, DC 20019  <b>DCPS</b></p>	335
<p><b>Eastern Senior High School</b>            1700 East Capitol St., NE            Washington, DC 20003  <b>DCPS</b></p>	862
<p><b>Eliot Junior High School</b>            1830 Constitution Ave., NE            Washington, DC 20002  <b>DCPS</b></p>	272
<p><b>Emery Elementary School</b>            1720 First St., NE            Washington, DC 20002  <b>DCPS</b></p>	209
<p><b>Friendship Colligate Academy Public            Charter School</b>            4095 Minnesota Ave., NE            Washington, DC 20019  <b>Charter School</b></p>	1200
<p><b>Friendship Edison Junior Academy –            Blow Pierce</b>            725 19<sup>th</sup> St., NE            Washington, DC 20002  <b>Charter School</b></p>	719
<p><b>Friendship Edison Public Charter            School-Woodridge</b>            2959 Carlton Ave., NE            Washington, DC 20017</p>	660

## SMHP Partner Schools

<b>Charter School</b>	
<b>Garnett Patterson Middle School</b> 2001 10th St., NE Washington, DC 20001 <b>DCPS</b>	280
<b>Garrison Elementary</b> 1200 S. St., NW Washington, DC 20009 <b>DCPS</b>	266
<b>Gibbs Elementary</b> 500 19 <sup>th</sup> St., NE Washington, DC 20002 <b>DCPS</b>	288
<b>Houston Elementary School</b> 1100 50 <sup>th</sup> Pl., NE Washington, DC 20019 <b>DCPS</b>	308
<b>J. C. Nalle Elementary School</b> 219 50th St., SE Washington, DC 20019 <b>DCPS</b>	386
<b>Kelly Miller Middle School</b> 301 49th St., NE Washington, DC 20019 <b>DCPS</b>	484
<b>Kramer Middle School</b> 1700 Q St., SE Washington, DC 20020 <b>DCPS</b>	354
<b>LaSalle Elementary School</b> 501 Riggs Rd., NE Washington, DC 20011 <b>DCPS</b>	283
<b>M. C. Terrell Elementary School</b> 3301 Wheeler Rd., SE Washington, DC 20032 <b>DCPS</b>	403

## SMHP Partner Schools

<b>MacFarland Middle School</b> 4400 Iowa Ave., NW Washington, DC 20011 <b>DCPS</b>	298
<b>Maya Angelou Public Charter School</b> 1851 9th St., NW Washington, DC 20001 <b>Charter School</b>	120
<b>Meridian Public Charter School</b> 1328 Florida Ave., NW Washington, DC 20009 <b>Charter School</b>	550
<b>Merritt Middle School</b> 5002 Hayes St., NE Washington, DC 20019 <b>DCPS</b>	234
<b>Miner Elementary School</b> 601 15th St., NE Washington, DC 20002 <b>DCPS</b>	502
<b>Nia Community Charter School</b> 3845 South Capitol St., SW Washington, DC <b>Charter School</b>	120
<b>Options Public Charter School Middle School</b> 1375 E St., NE Washington, DC 20002 <b>Charter School</b>	240
<b>P. R. Harris Educational Center</b> 4600 Livingston Rd., SE Washington, DC 20032 <b>DCPS</b>	780
<b>R.K. Webb Elementary School</b> 1375 Mt. Olivet Rd., NE Washington, DC 20002 <b>DCPS</b>	435

### SMHP Partner Schools

<b>River Terrace Elementary School</b> 420 34th St., NE Washington, DC 20019 <b>DCPS</b>	270
<b>Ron Brown Middle School</b> 4800 Mead St., NE Washington, DC 20019 <b>DCPS</b>	292
<b>School for Educational Evolution and Development (SEED)</b> 4300 C St., SE Washington, DC 20019 <b>Charter School</b>	320
<b>Spingarn Senior High School</b> 2500 Benning Rd., NE Washington, DC 20002 <b>DCPS</b>	569
<b>Thurgood Marshall Elementary/Middle School</b> 3100 Ft. Lincoln Dr., NE Washington, DC 20018 <b>DCPS</b>	258
<b>Turner Elementary School</b> 3264 Stanton St., SE Washington, DC 20020 <b>DCPS</b>	373
<b>Walker-Jones Elementary School</b> 100 L St., NW Washington, DC 20001 <b>DCPS</b>	379

**APPENDIX 8**

CLINICAL RECORD

Report on \_\_\_\_\_  
or  
Continuation of S. F. \_\_\_\_\_  
(Strike out one line) (Specify type of examination or date)

### CONSENT TO TREATMENT WITH PSYCHOTROPIC MEDICATIONS

Patient's Name: \_\_\_\_\_ Date: \_\_\_\_\_

My child's psychiatrist has prescribed the following medication(s) for the treatment of my child's psychiatric and/or behavioral problems:

Name of Medication(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The indications for the use of the above medication(s) have been discussed with me. I have had an opportunity to ask questions about the changes that I might expect to see, and to discuss the possible risks, benefits, and precautions associated with this/these medication(s).

The side effects of this/these medication(s) have also been discussed with me and additional information has been provided about the medication(s). I understand and accept the advantages and disadvantages of this treatment. Based on the information provided, I agree to comply with the instructions provided by my physician for giving the medication.

If I have further questions or concerns after my child has started the medication, I understand that I should contact the prescribing physician as soon as possible.

\_\_\_\_\_  
Parent's/Legal Guardian's Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Patient's Signature (for Adolescents) Date: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature Date: \_\_\_\_\_

**PATIENT'S IDENTIFICATION** (For typed or written entries give: Name—last, first, middle, grade; date, hospital or medical facility)

REGISTER NO.	WARD NO.
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REPORT ON \_\_\_\_\_ IN CONTINUATION OF \_\_\_\_\_

Standard Form 507  
GENERAL SERVICES ADMINISTRATION AND  
HOSPITALITY COMMITTEE ON MEDICAL RECORDS  
FORM 507 (REV. 10-1-65) ..  
OCTOBER 1975 007-107

**APPENDIX 9**

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

ABSTRACT OF CORRESPONDENCE

TO: Clifford B. Janey  
Superintendent

FROM: Diane E. Powell  
Assistant Superintendent

RECEIVED  
FEB X 1 2006  
BY: *LOZZ-OK*

SUBJECT: Amended and restated MOU between the Department of Mental Health and the DC Public Schools

- 1. **Summary of Key Points:** (Brief) DCPS and DMH entered into an agreement in October 2001 to establish school-based Mental Health programs in DCPS. Under Dr. Janey this effort has been expanded in conjunction with the MEP to increase wrap around services and health related partnerships. This revised MOU reflects changes in the agreement and deliverables.
- 2. **Special Concerns:** TIME SENSITIVE. Impacts program expansion for school-based Mental Health Services in DCPS.
- 3. **Action Required:** Signature of Dr. Janey
- 4. **Contact Person:** Diane E. Powell Phone: 442-5101/5099

5. SUPERINTENDENT'S ACTION:

Approve  Disapprove  Modify  Discuss

REMARKS:

*OK*

*1/6/06*

Superintendent of Schools

Date

CLEARANCE:

Surname Division (Typed)	PREPARED BY	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY
	Diane E. Powell Div. of SS	<i>[Redacted]</i> OGC	Meria J. Carstarphen OAA	<i>[Redacted]</i> OOS	
Initial & Date	<i>DEP 1/6/06</i>	<i>[Redacted] 1/5/06</i>	<i>[Redacted] 1/23/06</i>	<i>[Redacted] 2/16</i>	
Surname & Division (Typed)					
Initial & Date					

RECEIVED  
FEB 3 2006  
*[Signature]*

## **AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**

**Between the Department of Mental Health  
and the District of Columbia Public School System**

### **INTRODUCTION**

In 2001 the District of Columbia Public Schools (DCPS) and the District of Columbia Department of Mental Health (DMH) entered into an agreement to establish a set of guidelines whereby school-based mental health services would be provided to selected public schools in the District of Columbia. Following the signing of that original Memorandum of Understanding, both DMH and DCPS made some changes to policies, procedures, and terminology that necessitated some revisions to the original agreement. To reflect these changes the original Memorandum of Understanding has been amended and restated to incorporate the revisions required by the changes to policies, procedures and terminology (Amended and Restated Memorandum of Understanding). This Amended and Restated Memorandum of Understanding amends and restates the original Memorandum of Understanding signed in October of 2001 and is considered to be in effect as of that date.

### **PARTIES**

The Department of Mental Health and the District of Columbia Public School System agree to collaborate in order to provide prevention, assessment, and treatment services to children and adolescents enrolled in DCPS. A mental health clinician is defined as an employee of the DMH-CSA that is placed in a school to provide prevention, early intervention, and treatment services to enrolled students and their families.

### **SHARED VISION FOR MENTAL HEALTH IN SCHOOLS**

To support a school environment in which all children are emotionally prepared, ready to learn and able to progress toward productive adulthood.

### **SHARED MISSION FOR MENTAL HEALTH IN SCHOOLS**

To create a child and family centered school-based mental health program to include prevention, early intervention and treatment in collaboration with schools and community-based child and family serving organizations.

### **FUNCTIONS TO BE CARRIED OUT TO ACHIEVE THE VISION AND MISSION**

- A. Assessment for initial screening of problems, as well as for diagnosis and intervention planning (including a focus on needs and assets)
- B. Referral, triage, and monitoring/management of care
- C. Direct service and instruction (including primary prevention programs/activities, early intervention, individual, family, and group counseling, crisis intervention and planning)

- D. Coordination, development, and leadership related to school-based programs, services, resources, and systems toward evolving a comprehensive, multifaceted, and integrated continuum of programs and services
- E. Consultation, supervision, and in-service instruction with a multidisciplinary focus
- F. Enhancing connections with and involvement of home and community resources

## STRUCTURE FOR CARRYING OUT THE FUNCTIONS

**Referral and Triage Teams-** Participating schools will have or will establish an infrastructure for developing and implementing a school mental health program and for providing systemic approaches to prevention, early intervention, and treatment programs (including referral, triage, assessment, and other related interventions). The infrastructure will involve the Student Support Team (SST) or equivalent team with participation from the school principal or a designee, all other mental health clinicians working in the school (both school hired and DMH clinicians), the school nurse, and any other relevant staff members who would have input in the development of a school-based mental health intervention. Referrals to this team will be structured so that there is one point of entry at each school. The team then reviews the information provided in a timely manner and the most appropriate mental health clinician is assigned. All team members that have regular contact with the identified client will provide feedback on the development of an intervention plan. The clinician assigned to work with a student and his/her family, whether hired by the DMH or the school, will have responsibility for monitoring services offered and providing periodic progress reports to the SST consistent with the provisions of the Mental Health Information Act and the Health Insurance Portability and Accountability Act (HIPAA).

A functional SST team (or its charter school equivalent) is critical to the successful integration of the mental health clinician into the school. This team is the chief means through which the clinician will be able to coordinate her/his activities with the school, and communicate the progress of referred students. It is this coordination of supportive services that enables the mental health clinician to most effectively assist the school community.

**Services Will Supplement Existing Programs.** The school-based services provided through the DMH will supplement and not supplant services already in place. This includes mental health services already being provided by the DMH in various DC public schools. Although all students will have access to prevention activities and targeted students can be referred for early intervention activities, the school-based services provided through the DMH will not replace treatment services provided through the school for students involved in the special education process.

## SPECIFIC ROLE AND FUNCTIONS OF THE MENTAL HEALTH CLINICIAN OF THE DEPARTMENT OF MENTAL HEALTH

The clinician hired by DMH is placed in each participating school to assist in the development of a school mental health program and to provide prevention, early intervention, treatment, and assessment services to children and adolescents enrolled in the school. The clinician will also provide consultation, training, and support to teachers, administrators, and other school staff. Although functioning in a school setting, the clinician is still governed by the DMH policies and procedures.

## **WORKING CONDITIONS RELATED TO THE MENTAL HEALTH CLINICIAN**

The following are specific matters related to the mutual responsibilities and accountabilities of the clinician and the school in working together.

What DMH Provides: DMH provides supervision and support for mental health clinicians. The DMH will hire and supervise one or more clinicians who will be placed in participating schools. Each clinician is expected to attend weekly supervisory and training meetings. The DMH policy dictates that mental health clinicians are expected to call their supervisors whenever troublesome cases or unusual incidents arise and will file unusual incident reports as required to the DMH supervisor and/or to the Principal of the school to which they are assigned. Should a conflict arise with respect to DMH policies and procedures, it is the responsibility of the clinician's supervisor to work with the school in resolving the matter.

What the School Provides: For the DMH clinician to work effectively, the school must provide a private space, a locking filing cabinet, computer, printer, and a dedicated phone line for each clinician assigned to a school prior to or immediately after the placement of a clinician at the school. In addition, schools are asked to provide necessary supplies, materials, and allow use of their office equipment so that mental health clinicians can conduct mental health services in ways that would enable them to complete their responsibilities at the school. The school understands that these provisions are required and necessary for the clinician to fulfill their clinical obligations.

DMH Clinician as a Member of The School Team: Although not a school employee, the mental health clinician is expected to work closely with the school staff, to share non-confidential and confidential information with the staff as appropriate under the conditions noted below, and to assist staff in responding to behavioral health concerns. Administrative aggregate information such as the number of students seen, the number and theme of therapeutic groups and general concerns raised can be shared in accordance with the Mental Health Information Act, D.C. Code Section 7-1201.01 *et seq.* Monthly summary reports of aggregate mental health data will be provided to the principal. Mental health clinicians can acknowledge receipt of a mental health referral and indicate whether that student has been seen. Compliance with a request to share any other information related to a student's treatment would require an appropriate release of information signed by the student and/or the student's legal guardian. Conflicts that arise between the legal obligation to retain confidential clinical material and the desire to share information amongst staff interested in a student's welfare will be resolved with every effort in order to ensure that all staff involved with a student can work together in the student's best interest.

DC Permits Students To Obtain Mental Health Services Without Parental Consent: The Mental Health Service Delivery Reform Act of 2001 indicates that a clinician may deliver outpatient mental health services and mental health supports to a minor who is voluntarily seeking such services without parental or guardian consent for a period of 90 days if the clinician determines that 1) the minor is knowingly and voluntarily seeking services and 2) the provision of services is clinically indicated for the minor's well-being. At the end of the 90-day period, the clinician will make a new determination that mental health services are voluntary and are clinically indicated. This important feature of DC law allows students to self refer and to consent to confidential mental health services. Mental health clinicians routinely encourage students to inform and involve their parents in treatment, and concerted efforts will be demonstrated in this regard. Schools must to clarify the law in meetings with parents.

**Meetings Outside of The School:** Mental health clinicians may visit students' homes or community agencies as part of their job without obtaining permission from the school.

**Referrals To The Mental Health Clinician:** All referrals to mental health clinicians by school staff must be made in the referral format suggested by the DMH and in a manner consistent with DCPS policy. All schools are required to convene a team of relevant individuals that meet regularly to review and assign requests for services. The uniform referral process is critical to the DMH's service delivery, record keeping, and accountability. All referrals, whether self-referral by the student or by the staff, contain confidential information and cannot be shared or copied without appropriate authorization.

**Compensation For Services:** According to the District Personnel Manual and the DMH human resource policies, mental health clinicians cannot be financially compensated by the school for work completed as part of their normal duties.

**Hours:** The mental health clinicians are responsible for reporting their hours to the DMH, but should sign in and out of the school if the school requires such a procedure. Mental health clinicians will report their schedules to the school on a monthly basis, and each carries a pager or cell phone to ensure that they can be reached when out of the building during working hours. The clinician will provide the school with information on how to access emergency and non-emergency mental health services during hours when the clinician is not on duty.

**Requests for Leave Time:** Requests for leave time will be approved by supervisors at the DMH with consideration given to school schedules and needs. Principals will be informed of this leave in writing.

**Program Evaluation Responsibilities:** In order to assure that we are having a positive and significant impact on children, youth, and families, the DMH will collect information to assess the utilization of services and their quality as a basis for revising and improving the program at regular intervals. School staff (administrators and teachers), families, and students will be asked to participate on a regular basis in these evaluations. In addition, schools will be asked to share school-level data (e.g., attendance records, disciplinary actions, grades) so that we can assess impact on achievement and school behavior. Results will be shared with schools.

## LEGAL CONSIDERATIONS

The following are legal requirements to which clinicians must adhere.

**Mandatory Reporting Laws:** Under D.C. Code 2-1351, *et sequ.*, "the following personnel (in their professional or official capacity) must report any known (or) suspected case of child abuse (sexual or physical) or neglect: every physician, psychologist, medical examiner, dentist, chiropractor, registered nurse, licensed practical nurse, person involved in the care and treatment of consumers, law enforcement officer, school official, teacher, social service worker, day care worker, and mental health professional." The statute goes on to warn that "willful failure to make such a report by any of the above-mentioned persons may result in a fine... and/or imprisonment". Note that school staff, as well as mental health clinicians, are mandated reporters of child abuse and neglect. Individuals who have contact with a suspected victim of abuse or neglect must report within the required period of time. Mental health clinicians will comply with DC statute, DMH

policy, and DCPS policy on procedures for reporting. Clinicians, in accordance with DCPS policy, are expected to inform the school principal of a report.

**Mental Health Records Are Confidential and Not Part of The School Record:** All mental health clinicians must abide by the Mental Health Information Act, a statute that dictates how information should be shared and with whom. When a record is developed in response to a referral for mental health services and the DMH mental health clinician assigned to a school provides these services, that record belongs to the DMH and is not a part of the school record. As such, only those individuals authorized by the DMH (i.e., a direct clinical supervisor), the student (or the student's guardian), those who have a written authorization for release of information, or those with a court order can have access to information in these records.

**Disclosure of Mental Health Information:** The DC Mental Health Information Act states that "except as specifically authorized... no mental health professional...shall disclose or permit the disclosure of mental health information to any person"(pg. 249) except, "...on an emergency basis... if the mental health professional reasonably believes that such disclosure is necessary to initiate or seek emergency hospitalization of the client ... or to otherwise protect the client or another individual from a substantial risk of imminent and serious physical injury" (pg. 255). (See also D.C. Code Section 7-1203.03.). A mental health clinician may disclose information with the written authorization of a parent or legal guardian to a school staff employee in case of an emergency. However, if disclosure of mental health information is made, that school employee may not disclose said information to any one else without the written authorization of the parent or guardian as required by the Mental Health Information Act.

**Release Of Mental Health Records Can Be Pursuant To A Court Order:** In the District of Columbia a court order signed by a judge is required before a mental health record can be released to the courts or court designee. A subpoena is not sufficient for the release of a mental health record. If a court order or a subpoena is served to the "custodian of the records" and they are referring to the mental health records, the mental health clinician will be responsible for following appropriate procedures outlined by the DMH and complying with the law in regards to this request. The DMH requests that the original or a copy of the court order be given to the mental health clinician in order to submit the request for an appropriate release of the record. The mental health clinician will not be allowed to turn over the mental health record immediately, but will need to contact his or her supervisor to apprise her of the situation and then call the Office of the Attorney General to verify the court order and to discuss procedures for complying with the request.

#### **TERM OF THE AGREEMENT**

This MOU shall be deemed to have been continuously in effect since October 1, 2001 and continue until terminated in accordance with the provisions on Termination. This MOU may be renewed for a subsequent, consecutive one (1) year term by the mutual written agreement of the Parties.

#### **TERMINATION CLAUSE**

This MOU may be terminated by either Party for the following reasons:

- (a) Lack of funding;
- (b) Lack of Congressionally approved budget;

- (b) Lack of Congressionally approved budget;
- (c) Changes in applicable law;
- (d) Changes in a District or federal policy affecting the services described in this MOU;
- (e) Changes in the structure or the nature of the program covered by this MOU;
- (f) Elimination of the program or services covered by this MOU; or
- (g) Failure of the other Party to comply with District laws, rules or regulations.

**NOTICES**

Any notice required pursuant to this MOU shall be in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by confirmed facsimile or delivered personally to the Party to whom the notice is addressed; (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (c) five (5) business days after the mailing date, whether or not actually received, if sent by US Mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available. Notice shall be sent to the following addresses:

To DMH:  
DC Department of Mental Health  
Office of the Director  
64 New York Avenue, NE, 4<sup>th</sup> Floor  
Washington, DC 20002

To DCPS:  
DC Public Schools  
Office of the Superintendent  
825 North Capital, NE, 9<sup>th</sup> Floor  
Washington, DC 20002

IN WITNESS WHEREOF, the undersigned hereby execute this Amended and Restated Memorandum of Understanding on behalf of their respective organizations as of the Effective Date.

I   
(signature of DCPS representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of accepting the Department of Mental Health mental health clinician in DC Public Schools.  
2/6/06 (date)

I   
(signature of DMH representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of providing mental health services through the Department of Mental Health clinician in DC Public Schools.  
1/21/06 (date)