

# STUDENT MENTAL HEALTH PROTOCOL

70 O.S. SS 24-159

5/30/2023

Gore Schools supports student health and wellness protocols to include mental health supports. It is the policy of Gore Schools to align access to mental health support by providing community resources for students and guardians focused on mental health treatment options and crisis response intervention. It is also the policy of the Gore Schools to provide mental health and crisis response training to school personnel. This process will involve consistent collaboration between [District] and community mental health partnerships. This policy shall extend to all schools in Gore Schools

## Definitions

### Mental Health Crisis

Includes emotional, psychological, and social well-being and affects how individuals think, feel, and act. Mental health also determines how individuals handle stress, relate to others, and make healthy choices. (Information obtained from CDC, 2021.) Mental Health Crisis Any situation in which a person's behavior or verbalized distress puts them at risk of hurting themselves or others and/or prevents them from being able to care for themselves or function effectively in the community. The 988 Mental Health Lifeline operates 24/7, offering anyone who dials 9-8-8 access to mental health crisis services.

### Crisis Response

Refers to the advance planning and actions taken to address natural and manmade disasters, crises, critical incidents, and tragic events. Of course, in an emergency, it is always best to call 911.

### Crisis Intervention

Can mitigate adverse reactions, facilitate coping and planning, assist in identifying and accessing available support, normalize reactions to a crisis, and assess capacities and need for further support or referral to the next level of care. The three main goals of crisis intervention are:

Stabilize --Reduce Symptoms-- Return to Adaptive Functioning/Facilitate Access to Continued Care.

## Privacy Requirements

All district/site protocols must comply with the privacy requirements of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

### The Family Educational Rights and Privacy Act

(FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the students when they reach the age of 18 or attend a school beyond the high school level.

## **HIPAA**

Also known as Public Law 104-191, HIPAA has two main purposes: to provide continuous health insurance coverage for workers who lose or change their job and to ultimately reduce the cost of health care by standardizing the electronic transmission of administrative and financial transactions. Other goals include combating abuse, fraud, and waste in health insurance and health care delivery, and improving access to long-term care services and health insurance.

The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other individually identifiable health information (collectively defined as "protected health information") and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The rule requires appropriate safeguards to protect the privacy of protected health information and sets limits and conditions on the uses and disclosures that may be made of such information without an individual's authorization. The rule also gives individuals rights over their protected health information, including rights to examine and obtain a copy of their health records, to direct a covered entity to transmit an electronic copy of their protected health information in an electronic health record to a third party, and to request corrections. The Privacy Rule is located at 45 CFR Part 160 and Subparts A and E of Part 164.

## **Recognize Warning Signs**

Signs of a mental health crisis episode may not always be apparent in a student/child. Keeping the following warning signs in mind, teachers, principals, and other staff members can begin to identify the need for intervention.

### **Abusive Behavior**

Often a student in mental distress will show abusive behavior to themselves and others. This may include self-harm, substance abuse, physical abuse, etc

### **Inability to Perform Daily Tasks**

This can include even the most simple tasks such as bathing, brushing teeth and/or hair, and putting on clean clothes.

### **Increased Agitation**

Children showing signs of increased agitation may use verbal threats, be violently out of control, destroy property, and more.

### **Isolation**

Children and young adults in mental health crisis tend to isolate themselves from family and friends at school and at work.

### **Loses Touch with Reality (Psychosis)**

Psychosis encompasses the following behaviors: showing signs of confusion, having strange ideas, thinking they're someone they're not, not understanding what people are saying, hearing voices, and seeing things that aren't there.

### Paranoia

Paranoia manifests in suspicion and mistrust of people or their actions without evidence or justification.

### Rapid Mood Swings

Increased energy levels, the inability to stay still, pacing, sudden depression and withdrawal, and becoming suddenly happy or calm after a period of depression may be indicative of a student in crisis.

### Other warning signs may include:

- Changes in school performance
- Having low or no energy
- Having unexplained aches and pains, such as constant stomachaches or Headaches
  
- Pulling away from people and things
- Feeling helpless or hopeless
- Excessive smoking, drinking, or drug use, including prescription medications
- Eating or sleeping too much or too little
- Worrying a lot of the time – feeling guilty but not sure why
- Having difficulty readjusting to home or work life
- Thinking about suicide
- Inability to perceive changes in their own feelings, behavior, or personality. (lack of insight or anosognosia)

## **Safeguard Student Health and Safety**

It is important to establish a culture of support and safety to enhance student health and prevent barriers to effective crisis response. Districts can assist with this process by fostering healthy relationships built on a foundation of trust, respect, and care in schools. These safeguards help to positively affect student-teacher relationships, increase engagement for students and families, and improve two-way communication between all

parties. A culture of safety and support works to replace fear, uncertainty, and punishment as motivators with belonging, connectedness, and willingness to change.

Every school employee with reason to believe any student under the age of 18 years is a victim of abuse or neglect is required by law to report the matter immediately to the Oklahoma Department of Human Services (OKDHS) and local law enforcement.(70 O.S. § 1210.163; 10A O.S. § 1-2-101). The OKDHS Hotline number is 1-800-522-3511, and the online reporting link is [www.OKHotline.org](http://www.OKHotline.org). The Oklahoma State Department of Education (OSDE) has created a Child Abuse Reporting Form template: ([https://sde.ok.gov/sites/default/files/OSDE\\_Child%20Abuse%20Reporting%20Form%202.pdf](https://sde.ok.gov/sites/default/files/OSDE_Child%20Abuse%20Reporting%20Form%202.pdf)) for the initial report to OKDHS and an investigation form schools may use if an investigative entity comes to the school to speak with the identified student.

([https://sde.ok.gov/sites/default/files/OSDE\\_Child%20Abuse%20DHS%20Investigation%20Form%20%281%29.pdf](https://sde.ok.gov/sites/default/files/OSDE_Child%20Abuse%20DHS%20Investigation%20Form%20%281%29.pdf))

Beginning with the 2022-2023 school year, pursuant to Maria's Law, all schools are required, as part of any health education curriculum, to include instruction in mental health, with an emphasis on the interrelation of physical and mental well-being. School districts may enter into agreements with nonprofit entities and other community partners to assist with or provide mental health education to students if the nonprofits and community partners are approved by the Oklahoma State Department of Education (OSDE) and the Oklahoma Department of Mental Health and Substance Abuse Services.

# Response Procedures

## What to Do in a Mental Health Crisis

Steps all staff should take when addressing warning signs or managing student disclosures:

- Assess the situation.
  - Is the person in danger of hurting themselves, others, or property?
  - Do you need emergency assistance?

Call 988 to engage with trained crisis counselors for help with suicidal, substance use, and/or a mental health crisis.

Immediately call 911 for emergency assistance if the student requires medical attention.

- Talk to the student in a safe space. All staff members' responses should be calm, supportive, and non-judgmental.
  - Keep voice calm.
  - Listen to the student.
  - Ask questions, but do not push.
  - Express support and concern.
  - Ask how you can help.
  - Gently announce actions before initiating them.
- Walk with student to School Counselor, LMHP, School Administrator \*note - student should have adult supervision at all times.
- **District counselor and/or school nurse should follow district safety protocol policy EJF- MENTAL HEALTH CRISIS PROTOCOL and refer the student for crisis services at GREEN COUNTRY BEHAVIORAL HEALTH SERVICES- MUSKOGEE(ODMHSAS Certified) Telehealth Available E-Referral Available Phone: (918) 682-8407 Address: 1320 Mill Street, Muskogee, OK 74401**
- Referral Form
- Parent/Guardian Notification Form
- Student Re-entry Plan

If a student is out for an extended time (more than two school days), a

caregiver/student/counselor meeting should be held a minimum of 24 hours in advance of the student's return to school.

Remember A person experiencing a mental health crisis may not always clearly communicate their thoughts, feelings, needs, or emotions. They may also find it difficult to understand what others are saying. It's important to empathize and connect with the person's feelings, stay calm, and try to de-escalate the crisis. Seek outside assistance from your local Certified Community Behavioral Health Clinic for additional support.

## **Student Return to Learn Guidelines**

Whenever possible, the school counselor should meet with the student's parent or guardian and the student to discuss re-entry to the school day after an extended physical health absence, behavioral health assessment, or extended hospitalization.

1. The school counselor should request a meeting with the student and their parent or guardian.
2. This group should discuss and document a re-entry procedure and what would help to ease the transition back into the school environment (e.g., whether or not the student will be required to make up missed work, the nature of check-in/check-out visits, etc.), address any concerns the student or parents/guardians may have.
3. All accommodations should be documented.
4. A designated staff person should periodically check in with the student to help with readjustment to the school community and address any ongoing social or academic concerns.
5. The school counselor should periodically check in with parents/guardians to update progress or concerns.
6. The counselor should meet with the student's faculty to share information about curriculum and social concerns prior to the student's return.
7. The school counselor should be available to teachers to discuss any concerns they may have regarding the student after re-entry.

## **Community Resources Certified Community Behavioral Health Clinics (CCBHC) Green County Behavioral Health Services** **(<https://oklahoma.gov/odmhsas/treatment/ccbhc.html>)**

In accordance with 70 O.S. § 24-159, Gore Schools will collaborate with GCBHS to provide mental health crisis responses. Gore Schools will communicate with GCBHS in the event that

mental health crisis services are needed. The district may also utilize the 988 Mental Health Lifeline.

### **988 Suicide and Crisis Lifeline**

The 988 Mental Health Lifeline is a three-digit number for the national Mental Health Lifeline. The 988 Mental Health Lifeline operates 24/7 and offers services for mental health crisis calls. Operators are licensed and certified health crisis specialists who answer calls, connect to, and dispatch local services and mobile crisis teams.

### **Mobile Crisis Response**

The Youth Mobile Response and Stabilization System is a mobile intervention service for children, youth, and young adults experiencing behavioral health emergencies.

### **Guardian Notification**

Guardians will be notified by school personnel to streamline and assist with mental health crisis response efforts. The following steps may be helpful:

1. The parents/guardians on file should be contacted by a designated school professional (Administrator, School Counselor, School Social Worker, School Resource Officer, or other school personnel).
2. Arrange for parents/guardians to come to the school.
3. Meet with parents/guardians directly and review the Emergency Student Crisis Notification.  
([https://sde.ok.gov/sites/default/files/OSDE\\_Emergency%20Notification%203.pdf](https://sde.ok.gov/sites/default/files/OSDE_Emergency%20Notification%203.pdf))
4. Provide parents/guardians with a copy of the form and all collateral referrals and/or contact resources.
5. Discuss with parents/guardians the school re-entry process  
(<https://docs.google.com/document/d/1yxO3uGsbzgLTSFRRv6sb2ei8sK8rqiAPaHhIudFDQ/edit>) upon release from a medical professional and the importance of Consent for Release of Confidential Information.  
(<https://docs.google.com/document/d/1onm3lgVUJW306wMmnTXUgvGFPUWwM5sVBmdLwtf90kI/edit>)

Schools shall notify parents and guardians in accordance with 70 O.S. § 24-100.7 and 70 O.S. § 24-15.

Resources:

A. Emergency Student Crisis Notification

[https://sde.ok.gov/sites/default/files/OSDE\\_Emergency%20Notification%203.pdf](https://sde.ok.gov/sites/default/files/OSDE_Emergency%20Notification%203.pdf)

B. Provider List

<https://oklahoma.networkofcare.org/mh/index.aspx#:~:text=The%20Oklahoma%20Network%20of%20Care,mental%20health%20and%20substance%20abuse.>

C. School Re-entry Plan D. Safety Plan

<https://docs.google.com/document/d/1yxQ3uGsbzgLTSFRRv6sb2ei8sK8rqiAPaHhluDDQ/edit?usp=sharing>

D. Safety Plan [https://sde.ok.gov/sites/default/files/OSDE\\_Safety%20Plan%203.pdf](https://sde.ok.gov/sites/default/files/OSDE_Safety%20Plan%203.pdf)

E. Consent for Release of Confidential Information

<https://docs.google.com/document/d/1onm3lgVUJW306wMImnTXUgvGFPUWwM5sVBmdLwtf90ki/edit?usp=sharing>

## Mental Health Partnerships

Gore Schools will request that the local school board obtain a signed working agreement with each identified mental health provider outlining all obligations under the protocol and a strategy for regularly reviewing its effectiveness using anonymous, nonidentifiable data.

Gore Schools will provide a statement/plan on dissemination of Oklahoma Prevention Needs Assessment (OPNA) survey data and other mental health data.

Gore Schools] will submit the latest mental health crisis protocol and CCBHC working agreements to the State Department of Education (OSDE); all revisions and updates to the protocol and working agreements will be submitted to the OSDE.

Gore Schools and partnering mental health provider/s to conduct a joint review of the protocol and related working agreements every two years and consider any updates to better meet student needs. Requires districts and providers to include information collected from the OPNA survey, or an approved alternative survey, as part of the review process.

The Oklahoma Prevention Needs Assessment refers to the biennial mental health prevention survey of public school students in grades six, eight, ten, and twelve managed by the Department of Mental Health and Substance Abuse Services (ODMHSAS). ODMHSAS shall maintain the Oklahoma Prevention Needs Assessment and provide technical assistance for schools in survey administration, reporting, planning, and development of school mental health prevention and intervention strategies informed by the survey results. If a school or school district chooses to administer an alternative survey or assessment tool to fulfill the purpose, it may apply for a waiver through ODMHSAS.



Beginning in the 2022-23 school year, and biennially thereafter, Gore Schools will administer, the OPNA, or an alternative survey supported by ODMHSAS, for the purpose of providing direction to schools, school districts, and communities to effectively improve the lives of students regarding a variety of issues with a focus on alcohol, tobacco, other drug use, mental health, academic failure, and violence.

## **District Training: What Educators Should Know**

- Understand and Recognize Warning Signs
- Understand and Recognize Warning Signs
- Learn How to Access Crisis Support and Mental Health Services

In accordance with Student Mental Health Protocol 70 O.S. § 24-159, Gore Schools is committed to providing school administrators, teachers, support employees, and school-based mental health providers ready access to and regular training on the mental health protocol.

*In accordance with the Suicide Awareness and Prevention Act, 70 O.S. § 24-100.7, Gore Schools board of education shall provide district-wide training to all staff on a biennial basis addressing suicide awareness and prevention. As a core element, this training requirement should include evidence-based approaches. The Department of Mental Health and Substance Abuse Services shall make available, at no cost to the districts, curriculum for staff that addresses suicide awareness and prevention. The training program may be combined with any other training addressing bullying prevention provided by the school district.*

*In accordance with the Oklahoma Teacher Preparation Act, 70 O.S. § 6-194.3, Gore Schools' board of education shall require a training program for teachers which shall emphasize the importance of recognizing and addressing the mental health needs of students. The program shall be completed the first year a certified teacher is employed by a school district, and then once every third academic year.*

## **Other Requirements**

### **Reporting Procedures to the Oklahoma State Department of Education**

To assist the State Department of Education with compliance efforts pursuant to the Student Mental Health Protocol at 70 O.S. § 24- 159, each school district shall submit the latest protocol and working

agreements to the State Department of Education, which shall share the protocols and agreements with the Department of Mental Health and Substance Abuse Services. These agencies may require revisions to ensure compliance with applicable laws, regulations, and established evidence-based practices.

ODMHSAS School-based Prevention: <https://oklahoma.gov/odmhsas/prevention/schools.html>

Multi-tiered System of Support for Bullying Prevention

Oklahoma School Safety and Bullying Prevention Act OSDE Bullying Prevention Training Request Form  
Sample Bullying Harassment Investigation Form Sample Interview Form Sample Reporting Form

## Consent for Release of Confidential or Protected Information

\_\_\_\_\_  
(Name of consumer)

\_\_\_\_\_  
(Date of birth)

I

**authorize:**

\_\_\_\_\_  
(Name of Person or Agency Releasing Information)

\_\_\_\_\_  
(Address of Person or Agency Releasing Information)

**To release to and exchange with:**

\_\_\_\_\_  
(Name of Person or Agency Receiving Information)

\_\_\_\_\_  
(Address of Person or Agency Receiving Information)

the following information for the following dates of treatment: \_\_\_\_\_ (if known).

Method(s) by which information is to be released:     Mail     Email     Fax     Verbal     Hand delivered

<b>Specific information to be released:</b>	Information pertaining to behavioral/emotional needs that may impact educational performance.
<b>Information is being released for the following purpose:</b>	To provide collaboration and continuity of care

I understand that I may revoke this authorization at any time except to the extent that action has been taken in reliance on it, and that in any event this authorization expires automatically as follows: Upon discharge, or if unspecified, one year after the patient's dated signature (below). Revocations should be submitted to the agencies releasing and receiving information.

I understand that my records are currently protected by Oklahoma State Statutes and federal privacy regulations including the Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA). I understand that my health and educational information specified above will be disclosed pursuant to this authorization.

I understand that the covered entity and/or program seeking this authorization will not condition treatment, payment, enrollment, or eligibility for benefits on whether I sign this authorization. I freely and voluntarily give this consent.

I understand that I am entitled to receive a copy of this authorization after it is signed.

A photo/scanned copy of this authorization shall be considered as valid as the original.

\_\_\_\_\_  
(Signature of consumer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of authorized representative or parent or guardian when required)

\_\_\_\_\_  
(Relationship to consumer)

\_\_\_\_\_  
(Date)

# EMERGENCY NOTIFICATION OF STUDENT IN CRISIS

Date: \_\_\_\_\_ School: \_\_\_\_\_

School Personnel: \_\_\_\_\_ Title: \_\_\_\_\_

the parents of \_\_\_\_\_ have been advised that our child has expressed thoughts of self-harm, has engaged in self-harming behavior, or made homicidal threats. We have been further advised that we should seek some psychological/psychiatric consultation immediately. We have been further advised that we should seek some psychological/psychiatric consultation immediately. We have been provided with a list of Emergency Resources for Crisis Care. We understand that the school district is not responsible for the provision of these services, but is alerting us to this emergency just as they would inform us of any health problem.

\_\_\_\_\_  
Parent/Guardian Signature School Personnel Signature

We have received a Safety Threat Assessment to assist in receiving mental health services.

Parent/Guardian Initials \_\_\_\_\_

Third Party Statement (describe activity or incident personally observed)

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

Third Party Statement Provider Signature Printed Name Title

We will contact the counselor in advance of our child's return to school to formulate a Student Re-entry Plan and provide a copy of this form with completed provider acknowledgment. Student Return to School. Parent/Guardian Initials \_\_\_\_\_

\_\_\_\_\_  
Counselor's Printed Name Phone Number and/or Email Address

**Provider Acknowledgment:** I received a copy of the Emergency Notification of Student in Crisis.

\_\_\_\_\_  
Name Title Date

Agency Name (if applicable) \_\_\_\_\_

## School Re-Entry Plan Checklist

Student Name:

Date:

School Site:

Grade:

*Directions:* This tool is intended to help guide teams in thinking through a successful school re-entry plan following extended absence from school and/or psychiatric hospitalization. Plans will vary based on each student's needs.

<p>Were all key people involved in developing the plan?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><i>Indicate people involved in process</i></p> <p><input type="checkbox"/> Student  <input type="checkbox"/> School Counselor  <input type="checkbox"/> Guardian  <input type="checkbox"/> Resource Officer  <input type="checkbox"/> Classroom Teacher(s)  <input type="checkbox"/> Administrator  <input type="checkbox"/> Nurse  <input type="checkbox"/> Community therapist  <input type="checkbox"/> Special Ed Teacher  <input type="checkbox"/> Others as appropriate                  (please specify):</p>	<p>Notes:</p>
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### Prior to School Re-Entry

Staff member designated as Case Manager	Date completed:	Name School Staff assigned as Case Manager:	Back up school staff assigned:
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### Assess Student Re-Entry Needs

Does student have academic needs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Brief Note:	
Does student have social/emotional needs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Brief Note:	
Does student have physical needs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Brief Note:	

### Assess Family Re-Entry Needs

Help link to community therapist <input type="checkbox"/> N/A <input type="checkbox"/> Resources Provided	Date completed:	Person(s) responsible:	Name of Community Therapist and contact info.
Help student develop plan for answering questions/comments by staff and peers about absence	Date completed:	Person(s) responsible:	Plan:
Determine policy for missed work, grading	Date completed:	Person(s) responsible:	Notes:
Inform teacher(s) of any plans rendered and relevant symptomatology	Date completed:	Person(s) responsible:	Summary of Communication
Inform teacher(s) of medication side effects if warranted	Date completed:	Person(s) responsible:	Summary of Communication
Inform teacher(s) of behavioral strategies/accommodations to promote student transition	Date completed:	Person(s) responsible:	Summary of Communication
ID supportive adults at school	Date completed:	Person(s) Responsible:	List Staff

**CHILD ABUSE REPORTING FORM**

Hotline number: 800-522-3511

Agency Contacted: DHS \_\_\_ Law Enforcement (LE) \_\_\_

Date of Contact with Agency/LE: \_\_\_\_\_ Time of Contact with DHS: \_\_\_\_\_

Agency/LE Confirmation Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Child: \_\_\_\_\_ Age of Child: \_\_\_\_\_ ID # \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

Names, Ages, ID #s of Additional Children:

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

Address of  
Child/ren: \_\_\_\_\_  
\_\_\_\_\_

Describe the injuries and/or incident as  
reported: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submit form(s) to the principal and/or other designated administrator within 24 hours of hotline reporting. Submit one form for each agency contacted.

\_\_\_\_\_  
Signature of Principal/Director Principal and/or other Designated Administrator

\_\_\_\_\_  
Date Received

**CHILD ABUSE DHS INVESTIGATION FORM**

The undersigned person has been identified as an official representative of:

\_\_\_\_\_

and hereby certifies to having legally constituted authority to conduct investigations concerning suspected child abuse/neglect/exploitation/trafficking.

Student's name: \_\_\_\_\_ Student ID# \_\_\_\_\_

Grade Level: \_\_\_\_\_ Age: \_\_\_\_\_ School: \_\_\_\_\_

\_\_\_\_\_  
Signature of Investigator      Date      Signature of School Administrator

\_\_\_\_\_  
Printed Name of Investigator      Printed Name of Administrator

\_\_\_\_\_  
Badge or ID Numbers      E-mail address of Investigator

Administrator present during questioning of student \_\_\_\_ yes \_\_\_\_ no

\_\_\_\_\_  
Agency Name and Address

\_\_\_\_\_  
Agency Phone #

A copy of this form should be kept in a confidential file separate from the student's permanent folder or any other records and be retained for five years. Confidential information should be transferred with all other student records if requested by another school district. Submit a copy to the principal and/or other designated administrator within 24 hours of the interview.



# MY SAFETY PLAN

Date: \_\_\_\_\_

What are my warning signs that a crisis may be developing?

What are some ways I can help myself at school?

## Who are people I can call if I need help?

NAME:	PHONE:
NAME:	PHONE:
NAME:	PHONE:

WHO WILL I CALL IN CASE of an Emergency:
Call: 911
National Suicide Prevention Lifelines Hotline 1-800-273-8255 (TALK)
Local Hospital



# Oklahoma Student Mental Health Legislation Table

Title	Legislation	Overview
Mental Health Training	<u>70 O.S. § 24-100.7</u>	Directs the development and dissemination of information, training and resources regarding mental health needs of students.
Mental Health Protocol	<u>70 O.S. § 24-159</u>	Requires public school districts to maintain a protocol for responding to students in mental health crises and requires districts to provide written notification to parents regarding their right to opt their student out of the OPNA student survey.
Mental Health Education Standards	<u>70 O.S. § 11-103.9b</u>	Requires that all schools, as part of any health education curriculum, include instruction in mental health, with an emphasis on the interrelation of physical and mental well-being.
Student In-Patient Disclosure	<u>70 O.S. § 3-169</u>	Optional disclosure by parent to school officials prior to or at enrollment regarding previous (in the past 24 months) emergency mental health inpatient (acute, residential, or crisis) support from a mental health/behavioral health facility.
Student ID Cards	<u>70 O.S. § 24-100.10</u>	Requires that school districts and charter schools serving students in grades 7 through 12 that issue student identification cards to print the telephone number of the National Suicide Prevention Lifeline (call or text 988) and the Crisis Text Line (text HOME to 741741) on one side of the cards.
OPNA	<u>70 O.S. § 24-158</u>	Requires schools to administer, in cooperation with the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), the Oklahoma Prevention Needs Assessment (OPNA) survey or comparable survey instrument on a biennial basis.
Suicide Prevention	<u>70 O.S. § 24-100.7</u>	Requires school district boards of education to adopt suicide awareness and drug abuse policies, train and provide curriculum to staff, and provide XX training to students in grades X through XX.
Child Abuse Prevention	<u>70 O.S. § 1210.163</u>	Requires every school employee having reason to believe that any student under the age of 18 years is a victim of abuse or neglect shall report the matter immediately to the Department of Human Services and local law enforcement.

# Relevant Documents and Resources

## Prevention Resources

- [ODMHSAS School-based Prevention](#)
- [Multi-tiered System of Support for Bullying Prevention](#)
- [Oklahoma School Safety and Bullying Prevention Act](#)
- [OSDE Bullying Prevention Training Request Form](#)
- [Sample Bullying Harassment Investigation Form](#)
- [Sample Interview Form](#)
- [Sample Reporting Form](#)

## School Climate

- [School Climate Best Practices](#)

## Mental Health and Crisis Response

- [ODMHSAS Network of Care](#)
- [Certified Community Behavioral Health Clinics](#)
- [Child Abuse and Neglect Guidance](#)
- [Companion Guide - NAMI](#)
- [Confidentiality Agreement](#)
- [Consent for Release of Confidential Information](#)
- [Counselor Process for Responding to Suicide](#)
- [Emergency Student Crisis Notification Form](#)
- [Mental Health Crisis Signs](#)
- [OKDHS Hotline](#)
- [Oklahoma Comprehensive School Counseling Framework](#)
- [Safety Threat Assessment](#)
- [School Re-Entry Plan](#)
- [Suicide Information Sheet](#)
- [Suicide Prevention Resources](#)
- [Warning Signs and Risk Factors for Emotional Distress](#)



# Mental Health Crisis Protocol RINSTRUCTION

Organization Oklahoma State Department of Education  
 DATE 2023

		RUBRIC						
	COMPONENTS	1	2	3	4	District	Policy	Score
	OBJECTIVES	Fails to Meet Standard	Below Standard	Meets Standards	Exemplary			
<b>A</b>	<b>Statement of Purpose</b>	District statement aligning to supporting mental health/MH Crisis Response						
<b>B</b>	<b>Prevention and Intervention</b>	Privacy Requirements HIPAA & FERPA Mandatory Reporting statement/plan Guardian Notification/Engagement Communication of Policy/Staff Training Community Resources Reporting MH Crisis Procedures Chain of Command outlined Re-entry Plan/ Return to Learn outlined Mental Health Partnership Response Plan						
<b>C</b>	<b>Response Procedures</b>							
<b>D</b>	<b>Working Agreements</b>	MOUs with Community Partners						
		<b>10</b>	<b>20</b>	<b>30</b>	<b>40</b>			





OKLAHOMA  
Education

**MOU SAMPLE PROVIDER AGREEMENT**

**Mental Health**

*(Please note: the following items are for guidance purposes only and does not replace efforts schools should make in consulting an attorney for their own legal advice)*

This Agreement is entered into on this 24 day of May, 2023, by and between the Gore School District ("the District") and Green Country Behavioral Health Services Inc. ("Provider").

**PREAMBLE**

**WHEREAS**, Provider is engaged in the business of providing individual, family, and/or group mental health counseling, and/or AODA services ("the Services") for student populations; and **WHEREAS**, Provider wishes to have access to the District's facilities in order to provide mental health and/or AODA counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and **WHEREAS**, the District recognizes that offering mental health and/or AODA counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. INDEMNIFICATION AND INSURANCE**

(a) Indemnity. Provider hereby holds harmless, defends and indemnifies the District (and all affiliates, officers, directors, employees and representatives) from and against each and every demand, claim, loss, liability, or damage of any kind, including actual attorney's fees and expenses, whether in tort or contract, whether personal injury or property damage, that the District may incur by reason of, or arising out of, (i) any claim made by any third party with respect to the Services or any work product provided as part of the Services, or (ii) any misrepresentation made in, or breach of the terms or warranties of, this Agreement, including without limitation any claim or action of any type or nature by or related to Provider's infringement or misappropriation of any copyright, trade secret, patent or other intellectual property right with respect to the distribution, use or creation of such work product.

Insurance. Provider shall, during the term of this Agreement, maintain, at his/her own expense, all necessary insurance, including but not limited to malpractice insurance and general liability insurance. Upon request, Provider shall provide the District with a certificate of insurance



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evidencing such coverage. The District shall provide general liability insurance for the physical environment of the Provider's branch office and shall make reasonable efforts to ensure that the physical environment is free of hazards.

## **2. MAINTENANCE OF LICENSURE**

Provider shall maintain all appropriate licenses required by the State of Oklahoma. If at any point Provider has allowed his/her licenses to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render him/her unfit or unable to perform the Services, this Agreement shall immediately terminate.

## **3. ASSUMPTION OF RISK**

Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.

## **4. EQUIPMENT, SUPPLIES & RECORDS**

(a) Equipment. Provider shall provide, at no cost to the District, all equipment and/or supplies necessary for Provider to perform the Services.

(b) Records. Provider shall maintain appropriate records for all patients and maintain such records according to the requirements of the Health Insurance Portability and Accountability Act and other applicable state and federal laws (45 CFR 164 Subparts C and E). Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations.

(c) Notice. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.

(d) Fees. The District shall provide Provider with access to an adequate facility(ies) within the District, to provide the Services to the students in the District. However, Provider's access to such a facility is not use of District facilities, in accordance with Administrative Regulation. As such, Provider shall not be required to pay fees to the





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District related to the use of the District's facilities. To the extent Provider charges a student (or parent/guardian) for the Services provided, the District shall not be involved in any recordkeeping or collection related thereto. The Provider is not responsible for operational costs (such as utilities) related to their use of the District facility(ies). The Provider will not be charged rent for use of the District facility(ies).

(e) Hours of Access. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District. Upon request, Provider shall provide the District with his/her schedule within those approved times. Nothing herein shall be interpreted as the District regulating or monitoring Provider's hours of work. Provider maintains control over his/her hours of work. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.

## 5. RELATIONSHIP

(a) Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.

(b) Rights of Provider. Provider shall have the right to perform work for others as long as Provider fulfills Provider's obligations hereunder.

(c) Taxes of Provider; Indemnity. Provider shall pay and report all applicable taxes, fees, and assessments, including without limitation federal, state and local income tax withholding, social security, Medicare and similar taxes, and unemployment insurance, if applicable. Provider shall file all required forms and make all required payments, as applicable. Provider acknowledges that because Provider is not an employee of the District, the District will not provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like. Provider shall maintain his/her own liability insurance. Provider hereby indemnifies the District, and each of its officers, directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties or judgments (including without limitation actual attorney's fees and expenses) as a result of a failure by Provider: (i) to pay all the taxes due in connection with the compensation paid to Provider under this Agreement; (ii) to respond to any administrative inquiry concerning Provider's payment of such taxes; or (iii) to defend against any administrative or judicial proceeding with respect to Provider's payment of such taxes.



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(d) **Non-assignment of Rights or Obligations.** Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.

(e) **Compliance with Board Policies and Administrative Regulations.** Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of, and agree in writing to adhere to all District policies and procedures. Provider shall not, however, be obligated to disclose confidential information to the District, its officers or agents, except as required by law.

(f) **Non-Exclusive Relationship.** The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

## **COMPLIANCE WITH STATUTES AND REGULATIONS**

Both parties warrant and certify that in the performance of this Agreement, they will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment; and that the Services delivered hereunder shall be produced in compliance with the Fair Labor Standards Act and any other applicable labor law. Provider is solely responsible for payments related to any medical, disability, retirement or other welfare or pension benefits to which he/she is entitled. Provider shall maintain any necessary liability insurance. Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act, (42 U.S.C. § 1320d-2 note) ("HIPAA") and the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA"), and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, (70 O.S. § 3-168), and any other applicable Oklahoma laws. During the performance of this Agreement, both parties will comply with any applicable federal, state or municipal law or regulation governing non-discrimination and affirmative action in employment as may be applicable. The Provider certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and



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11375. The Provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act. Provider shall treat all persons he/she encounters on a work assignment with respect and dignity and will not engage in any type of harassment or discrimination prohibited by state, federal or local law. Provider hereby indemnifies the District for any expenses and/or damages arising from a lawsuit that may be brought against the District based on Provider's discriminatory or harassing behavior. Any records released from the provider to the District remain protected under any applicable state laws, as well as 42 CFR Part 2 if the released information is related to substance abuse treatment. Such information may not be re-disclosed without consent per 42 CFR 2.32.

#### 7. WAIVERS

No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

#### 8. AMENDMENTS

This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.

#### 9. SEVERABILITY

It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.

#### 11. TERMINATION



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Either party may terminate this Agreement with 60 days' notice, with or without cause, with or without a hearing, by providing written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Agreed and Accepted by:

Provider (Print full Name & Credentials)

Green Country Behavioral Health Services (GCBHE)

Provider (Signature Name, and Credentials)

Traci Riddle, LPC - Children's Services Supervisor

School District

Gore Public Schools

Name of District signing official (credentials/Title)

Lucky McCrary Superintendent