

MEMORANDUM OF UNDERSTANDING

between

_____ (Local Workforce Development Board),
(Mental Health Treatment Provider), and
(Substance Abuse Treatment Provider)

I. Purpose of the Memorandum of Understanding

Identifying and assessing customers with substance abuse and mental health issues are the first steps in dealing with these potential barriers to employment. To help identify, assess, and provide services to customers with mental health and substance abuse issues the

_____ Board, _____ (Mental Health Treatment Provider), and _____ (Substance Abuse Treatment Provider) enter into this Memorandum of Understanding (Agreement).

Texas Workforce Commission Choices rule §811.4 (c)(3) specifies that Boards must enter into Agreements with the Texas Department of State Health Services (DSHS) to provide mental health and substance abuse services to Choices participants. DSHS contracts with local community mental health and substance abuse treatment providers. This Agreement sets forth a mutual understanding of how to assist Choices participants with mental health and substance abuse issues in receiving services from community mental health or substance abuse treatment providers.

Helping individuals with mental health and substance abuse issues does not end with identification, but continues through referral to, and monitoring during, treatment. Once issues are identified, referral to treatment and the provision of support services can assist Choices participants' progress toward self-sufficiency, improved social functioning, and positive employment outcomes.

The purpose of this Agreement is to describe the responsibilities of the principal parties as they relate to the following:

1. Coordinating the roles and responsibilities of Board staff, Texas Workforce Center staff, and public, private, or state-funded mental health and substance abuse facility staff in the provision of identified services for Choices participants ;
2. Improving job readiness activities and employment outcomes for Choices participants, including employment counseling and support services pursuant to DSHS Substance Abuse Rules at 25 TAC §447.303 and §447.604(11);
3. Developing a referral process for treatment services, in accordance with 40 TAC §811.11(i); and
4. Ensuring that mental health or substance abuse services meet the needs of Choices participants.

II. Duration of Agreement

The Agreement will commence _____, or upon the date of the last signature, and shall terminate _____, remaining in full force and effect until then, unless the Agreement is canceled by the principal parties in accordance with the terms set forth in Article V herein.

III. Responsibilities of the Principal Parties under the Agreement

_____ (Mental Health Treatment Provider), _____
(Substance Abuse Treatment Provider), and the _____ Board shall implement the following actions to address mental health and substance abuse challenges that face Choices participants.

A. All parties agree to the following:

1. Secure the confidentiality of all records and other customer information in accordance with state and federal law.
2. Share program and case information to ensure efficient and quality customer services.
3. Identify cross-training opportunities with mental health and substance abuse treatment providers, Board staff, Board contractors, and other community partners to promote the understanding of policies, procedures, and automation systems impacting the services provided by each partner.
4. Identify, to the extent that resources are available and in cooperation with Boards, opportunities at the local level to **provide** uniform *substance abuse* outreach, screening, assessment, and referrals, coordinated case management, and follow-up services.
5. Identify, to the extent that resources are available and in cooperation with Boards, opportunities at the local level to **contract for** uniform *mental health* screenings, assessments, coordinated case management, and follow-up services.
6. Identify roles and responsibilities to ensure the provision of coordinated case management and follow-up services.
7. Coordinate referral activities between treatment providers and Texas Workforce Center staff.
8. Prevent duplication of effort and leverage resources through appropriate assignment of services.
9. Share weekly information between parties, consistent with each party's individual data entry and reporting time frames (e.g., monthly, quarterly, etc.).
10. Appoint staff liaisons to establish procedures for the identification and resolution of substance abuse or mental health issues.
11. If treatment is recommended, coordinate with a liaison from the local Texas Health and Human Services Commission office regarding Choices benefits eligibility.
12. Utilize the DSHS-approved standardized referral, screening, and assessment consent forms to facilitate service coordination and exchange of information between the Board, Texas Workforce Center staff, and the provider. The standardized forms must include a statement from the provider to certify if treatment is necessary to assist the Choices participants with seeking, obtaining, or retaining employment.
(See WD Letter 40-08, Attachment 2, Referral Form Packet.)

B. All parties may take the following actions:

1. Coordinate existing collaborations or partnerships to ensure that other needs are being met for Choices participants (e.g., with community- and faith-based organizations, mentoring organizations, housing authorities, etc.).
2. Identify opportunities to colocate treatment provider staff within Texas Workforce Centers or Board and Texas Workforce Center staff within treatment centers for a specified time frame (e.g., three days per week). This may include a Texas Workforce Center or treatment center offering office space for the other party to regularly meet with Choices participants to coordinate treatment and workforce services.
3. Conduct joint service mapping to coordinate services including case management, child care, and transportation; maximize length of support; and prevent duplication of efforts.

4. Leverage existing housing partnerships.

C. _____(Substance Abuse Treatment Provider) recommended actions:

1. Periodically provide an updated list of prevention and treatment services, with primary contact information including operating hours, service descriptions, address, phone, fax, and Web sites.
2. Provide substance abuse awareness classes or training to Boards and Texas Workforce Center staff to identify possible substance abuse treatment needs.

D. _____(Mental Health Treatment Provider) recommended actions:

1. Periodically provide an updated list of prevention and treatment services, with primary contact information including operating hours, service descriptions, address, phone, fax, and Web sites.
2. Provide mental health awareness classes or training to Boards and Texas Workforce Center staff to identify possible mental health treatment needs.

E. _____Board recommended actions:

1. Prioritize employment, training, and support services for Choices participants receiving mental health or substance abuse treatment services.
2. Communicate to Texas Workforce Center staff the conditions of the Agreement.
3. Ensure that Texas Workforce Center staff complies with the conditions of the Agreement.

IV. General Provisions

The parties understand that each party should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of the law and regulations governing the party's activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Agreement.

If at any time any party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other parties to establish a date for resolution of the matter.

V. Amendment or Cancellation of the Agreement

The Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon 60 days of written notice to the other parties, unless the cancellation is for cause—i.e., a material and significant breach of any provisions of this Agreement—in which case it may be cancelled upon delivery of written notice to the other parties.

SIGNATORY AUTHORITY:

The undersigned parties bind themselves to faithful performance of this Agreement.

LOCAL WORKFORCE DEVELOPMENT BOARD

By: _____
Executive Director

Date: _____

Legal: _____

MENTAL HEALTH TREATMENT PROVIDER

By: _____

Date: _____

Legal: _____

SUBSTANCE ABUSE TREATMENT PROVIDER

By: _____

Date: _____

Legal: _____