

# **Memorandum of Understanding**

**Among**

**Name of Medical Practice**  
**Name of County Health Department**  
**Name of County Health Department**  
**Name of Educational Service District or School District**

**For the Provision of Services and Referrals Related to the**

**NAME OF AUTISM IDENTIFICATION TEAM**

## **MISSION AND BACKGROUND**

Multiple community-based autism spectrum disorder (ASD) identification teams located around the State of Oregon were established by the ACCESS grant (Assuring Comprehensive Care through Enhanced Service Systems for Children with Autism Spectrum Disorders and other Developmental Disabilities) with funding from the US Maternal and Child Health Bureau. The grant was a state autism implementation grant, intended to further the implementation of Oregon's state autism plan that was developed by the Oregon Commission on Autism Spectrum Disorder (OCASD). Educational partners have worked in accordance with Oregon Administrative Regulations (OARs).

The overall goal of the autism identification team is to improve collaboration between educators and medical providers to assess and diagnosis children, birth to 5 years of age, and improve access to services and resources.

### **Vision**

All children with Autism Spectrum Disorder in Oregon receive the services and resources they need to achieve their full potential in life.

### **Mission**

We work together as an interdisciplinary, community-based team to educationally identify and medically diagnose children ages 0-5 with Autism Spectrum Disorder, as early as possible, and assist them and their families in accessing services and resources in their community.

### **Key Strategies:**

1. Use timely, valid, culturally and linguistically appropriate medical and educational assessments.
2. Work as a team and value the perspectives and contributions of each team member. Use our inter-disciplinary approach to inform each other's work.
3. Adhere to a child- and family-centered process.
4. Educate families about ASD.

5. Educate families about, and facilitate access to, medical, educational, social, and community services and resources.
6. Continually work to improve the quality of our services and advocate for the continual improvement of other local services.
7. Serve \_\_\_\_\_ and \_\_\_\_\_ Counties.

## Values

1. **Collaboration** – We collaborate among a broad range of disciplines to empower care for the family and providers.
2. **Inclusive and Accepting Environments** – We create inclusive and accepting environments where patients and families are honored and supported.
3. **Building on Strengths** – We build a process that is appreciative of both the team’s and the family’s strengths.
4. **Evidence Based and Accurate** – We utilize current assessment tools to accurately identify and provide effective interventions that are customized to the individual needs in a culturally respectful manner.
5. **Enhanced Quality of Life** - We provide an early diagnosis with treatment and interventions that allow an enhanced quality of life for the child and family.
6. **Ethical Standards** – We adhere to the ethical practices of each discipline to enhance care.
7. **Empowering** – We empower children, families, and providers through education and training.

## **PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into by and among [list partners and acronyms].

This MOU is to serve as the operating agreement among the parties for the purpose of providing services and referrals related to child ASD identification and related support for the children and the children’s families.

The parties agree that this MOU is intended to ensure the parties’ agreement and common understanding of how to work together and how to maintain the teams in the future.

## **INTENDED RESULTS**

The partners share a commitment to improving access to child ASD identification and support services through collaboration and formal partnership. Intended outcomes of system delivery include the following:

1. Improved access to, and quality of, identification services to children with possible ASD and their families.
2. More efficient use of resources;
3. Stronger linkages to community partners;
4. System accountability for system-wide standards and results;
5. Local accountability for partners; and
6. Sustainability of services.

## **GENERAL TERMS AND CONDITIONS / INDEMNIFICATION**

The purpose of this MOU is to formalize terms and conditions under which the parties shall work together to support the provision of services. This MOU sets the framework for coordinated policies in the following areas:

1. The underlying values and methodologies the partners will abide by in conducting the work outlined herein, as well as the competencies required.
2. Roles and responsibilities of each partner in terms of service provision to the children and families.
3. Roles and responsibilities of each partner in terms of the administrative aspects of the team.
4. The partners' agreements as to how they will work together as a team.
5. How team members are financially compensated for their work related to this partnership.
6. Where services will be provided.
7. How to manage the exchange and disclosure of client information, subject to legal constraints of privacy and safeguards.
8. Team member attrition and selection and training of new team members.

Each party shall defend, indemnify and hold harmless the other for its negligent acts or omission and those of its officers, employees, agents, or clients, howsoever caused.

## **METHODOLOGIES**

Each team follows the recommendations of the OCASD and OARs for diagnostic evaluations. These include the following:

1. The team follows the procedures detailed in the attached document, "**Roles and Responsibilities of Partners Addendum.**"
2. Evaluations are conducted by interdisciplinary teams using DSM criteria.

3. [In development: Language pertaining to educational methodologies.]
4. Each evaluation includes the following components:
  - Diagnostic interview based on DSM
  - Standard observation using research-based, autism-specific tool (e.g., ADOS 2)
  - Observation of child in unstructured activity
  - Developmental assessment
  - Hearing testing
5. If the child is found to have an ASD or DD:
  - Reports are sent to caregivers.
  - A “starter pack” with next steps and resources is sent to families.

### **COMPETENCIES**

At least one team member should have the ability to conduct the following:

1. Formal and informal assessment practices
2. Specific assessment tools and methods for accurate identification of ASD and other disorders

At least one team member should have professional knowledge of the following:

1. Characteristics of ASD
2. Family and environmental dynamics/systems
3. Common co-occurring medical and mental health conditions and resources

At least one team member should have the ability to assess the following:

1. Typical and atypical child development
2. Differential diagnosis (what looks like ASD but isn't)

### **RESPONSIBILITIES OF THE PARTIES**

All Partners agree upon the following roles and responsibilities.

#### **Name of Medical Practice**

The \_\_\_\_ medical practice agrees to the following:

1. Provide administrative support to the team, including organizing meetings; securing meeting locations; drafting and disseminating meeting agenda and other documents such as community outreach materials; facilitating team meetings.
2. Administer payment to the parent partner.
3. Provide a pediatrician and psychologist to administer an autism parent interview and STAT, if appropriate.
4. Provide a developmental assessment, if not provided by Name of Education Service District.

5. Document medical identification for child's primary care provider.
6. Provide tips and strategies to caregivers and facilitate access to resources, as needed.

**Name of County Health Department**

The \_\_\_\_ health department agrees to the following:

1. Attend team meeting with the family and other partners.
2. Write a shared plan of care for the family that includes team recommendations.
3. Offer family support and facilitate access to services, including home visits.

**Name of County Health Department**

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1. Attend team meeting with the family and other partners.
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3. Offer family support and facilitate access to services, including home visits.

**Name of Education Service District (ESD) or School District**

The \_\_\_\_ ESD or \_\_\_\_ school district agrees to the following:

1. Conduct special education evaluation as outlined by the OARs.
2. Facilitate referrals to the ASD Identification team.
3. Provide tips and strategies to caregivers and facilitate access to resources, as needed.

**All Partners**

All partners agree to the following:

1. Collaborate with all partners.
2. Determine where team and client meetings will be held.
3. Meet regularly to discuss team issues. Make the meetings a priority; show up; and participate fully.
4. Agree on whether or not team members should send representatives if they are not able to attend a meeting, and if so, who those representatives will be.
5. Identify a mental health provider to use as a consultant, as needed, if a mental health provider is not a regular team member.
6. Complete the evaluation of individual children within the educational timelines as described in the OARs.
7. Meet as a group to discuss evaluation results before reviewing the information with the family.
8. Meet with the family to discuss the results of the identification evaluation before discussing service options.
9. Conduct regular marketing and community outreach activities to ensure the local community is aware of these services and how to access them.

10. Agree to how they will follow HIPAA and FERPA regulations in exchanging protected information.
11. Ensure copies of the team report are available at both the educational and medical entities.

### **GROUP AGREEMENTS FOR WORKING TOGETHER AS A TEAM**

1. Partners agree to be accountable and hold each other accountable for aligning the work with the agreed upon values, stated herein. [If the section above is deleted, then fill in a few select values, such as “child- and family-centered,” “collaborative,” etc.]
2. The parties will jointly pursue the development of written guidelines that guide usual working relationships in the provision of child ASD identification and support services.
3. The parties agree to jointly maintain the coordination of medical and education services.
4. The parties agree to provide key data for evaluation and, in doing so, to develop and implement formal data-sharing mechanisms that safeguard client confidentiality. Using such safeguards, partners agree to collect the following information:
  - a. Number of children seen
  - b. Number of children with ASD
  - c. Number of children with other diagnosis
  - d. Age of children at evaluation
  - e. Age of children at time of entry to services
  - f. Age of children when parents were first concerned about developmental problems, including ASD
  - g. Number of disagreements among team members regarding identification
  - h. Number of secondary referrals for center-based evaluation / reason for referral
  - i. Parent/family satisfaction with Autism Identification Team services

### **FINANCIAL COMPENSATION**

[Identify compensation needs and determine how those needs will be met. These include billing for physician and mental health provider time, “extra” educational time, and parent partner time. Recommendation: First approach Medicaid Care Coordination Organizations (CCOs), then commercial plans, to establish a case rate that would cover all of the above.]

### **SPACE, FACILITIES, AND SERVICES**

The parties will come to agreement about where the work will take place. The location or locations of evaluations and meetings may be subject to change. If the locations of service provision are perceived by any team member to inhibit the delivery of specified services, any

team member may ask to have this issue formally addressed at a regular team meeting, or, if agreeable to the other team members, at a specially scheduled meeting.

## **EXCHANGE OF CLIENT INFORMATION AND PRIVACY CONSIDERATIONS**

### **Federal and State Regulatory Guidance**

The Health Insurance Portability and Accountability Act (HIPAA) and regulations under Oregon laws guide management and protection of personal health information and medical records kept by doctors and school-based health centers. [List partners] in this MOU are HIPAA covered entities.

The Family Educational Rights and Privacy Act (FERPA) guides management and protection of personal information in educational settings. [List partners] in this MOU are FERPA covered entities.

### **Responsibilities of Partners**

Partners will not use or disclose clients' personal health information in a manner that would violate the requirements of the HIPAA privacy rule, FERPA, or Oregon state regulations.

## **TEAM MEMBER ATTRITION AND SELECTION OF NEW TEAM MEMBERS**

The parties agree to the following process for selecting and training new members as needed. [Clarify what happens when a team member leaves. What is the process for selecting, orienting, and training new team members? How are decisions made? Who handles which responsibilities?]

## **EXECUTION OF MEMORANDUM OF UNDERSTANDING**

The parties agree to the following:

1. This MOU is expressly subject to and shall not become effective or binding on any party hereto until it has been fully executed by all parties.
2. The MOU shall be binding on all parties, their successors, and assigns.
3. All parties shall review terms and conditions of the MOU during the fall quarter of each academic school year. Amendments to the MOU negotiated during the spring quarter affect terms, conditions, and binding agreements for the following school year.
4. The MOU reflects the entire MOU between the parties with respect to the subject matter hereof and supersedes all other prior oral or written statements, understandings, or correspondence.

5. The persons signing and executing the MOU have been fully authorized to execute this agreement and to validly and legally bind the partners to all the terms, performances, and provisions herein set forth.
6. The term of this MOU shall commence on [date], and shall continue for a period of one year. Thereafter, this MOU shall continue unless otherwise terminated pursuant to this paragraph. This MOU may be terminated by the partners upon 90 days written notice.

DRAFT



**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed.

**FOR [PARTNER 1]:**

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

\_\_\_\_\_  
Date

**FOR [PARTNER 2]:**

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

\_\_\_\_\_  
Date

**FOR [PARTNER 3]:**

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

\_\_\_\_\_  
Date

**FOR [PARTNER 4]:**

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

\_\_\_\_\_  
Date

This document was developed under the ACCESS project. The ACCESS Project (Assuring Comprehensive Care through Enhanced Service Systems for Children with Autism Spectrum Disorders and other Developmental Disabilities) was supported by a federal Health Resources & Services Administration grant to the Oregon Center for Children and Youth with Special Health Needs at Oregon Health & Science University (HRSA Grant #H6MMC26249) for the period September 1, 2013 through December 31, 2016.