

COLLABORATIVE AGREEMENT

Between

XXXX Community School District

and

XXXX County Community Mental Health Services

The purpose of this collaborative agreement is to ensure the provision, integration and coordination of care for the mutual benefit of children and families residing in the District and receiving mental health services through CMH's network of services.

WHEREAS, the School District in effort to integrate and promote mental health in throughout the district;

WHEREAS, the Community Mental Health Agency (CMH) has the required expertise and experience necessary and appropriate to serve children and their families experiencing serious emotional disturbances, developmental disabilities, serious mental illness, or substance use disorders, within the scope of this effort;

NOW THEREFORE, the School District and the CMH mutually agree to the following terms of this contract from 12/1/08 to 12/31/09.

I. School District agrees to do the following:

- Assist in the identification and referral of students who may be displaying behaviors related to poor mental health.
- Provide early intervention services (school based health center mental health programs and treatment services) for students with behaviors related to mental health issues before referring to CMH.
- Refer students of concern to the school based health center mental health specialist or to the district social worker using the defined referral process.
- Ensure that teaching staff is informed about mental health referral process for both school based health services and CMH.
- Utilize the CAFAS screening tool to refer students for CMH services.
- Integrate a mental health provider into IEP process/student assistance team as needed.
- Encourage parental involvement in the mental health assessment and treatment process.

II. Community Mental Health Agency agrees to do the following:

- Screen any child for CMH service eligibility via an appointment or walk-in.
- Conduct a routine screenings within 14 calendar days, with the first service delivered within 14 days of screening.
- Accommodate urgent situations at the Center, or in the Emergency Room by CMH Mobile Crisis either during or after business hours. **Emergent situations (e.g., active suicidal plan) should be referred to the Emergency Room, not CMH.**
- Accept referrals from school into services when appropriate and consistent with CMH eligibility criteria, and pending the availability of services when Medicaid is not the payer, utilizing referral process as agreed upon.
- Assure that eligibility for specialty services and supports shall not be limited on the basis of race, color, religion, national origin, age, gender, sexual orientation, political affiliation, income level, insurance status, ability to pay, or disability.

- Maintain the confidentiality of the information received in accordance with the signed release of information.
- Communicate with designated members of the referred child's team as authorized through a signed release of information.
- Provide education to school staff as requested through CMH Customer Services.
- Provide educational groups for parents within the school setting as requested through CMH Customer Services.
- Designate a staff liaison in the Center to work with school on student referrals.
- Share information regarding changes in CMH policy or procedure that may affect referral processes or services with as much advance notice as possible.
- Participate in routine Quality Improvement practices according to established QI policies. Outcomes pertinent to this Collaboration will be communicated with School as necessary.
- The Chief Operating Officer of CMH will meet with School liaisons to review this agreement on a regular basis (i.e. quarterly) to evaluate effectiveness of components of this Agreement. Any adjustments identified, agreed upon by both parties, will be made and documented.

III. Compliance with Assurances

A. Community Mental Health Agency agrees to the following assurances in order to ensure quality and continuity of care:

1. Provider Staff

Employees or contractors providing mental health services will meet specific qualifications for the services provided. Additionally, clinicians will provide services only in areas in which they are licensed or credentialed.

2. Liability Insurance

Each clinician will be covered by liability insurance.

3. Continuity of Care/Services

Work to provide person centered services that are in the best interests of mutual consumers and are in keeping with standards and guidelines set forth in the Mental Health Code and the Medicaid Provider Manual as appropriate, and as may be revised in subsequent Bulletins issued during the life of this agreement.

4. Consent for Treatment

Consumers 14 years of age or older may consent for their own mental health services for up to 12 weeks or 4 months without parental/guardian consent or notification per Michigan law. For consumers under the age of 14, parental/guardian consent will be obtained either by the agency or the provider prior to providing services.

B. Both Parties agree to the following assurances:

1. Confidentiality

All aspects of services and/or releases of information will comply with Federal and State regulations, including the Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights and Privacy Act (FERPA), Medicaid (if appropriate), and the Michigan Mental Health Code, regarding consumer privacy and confidentiality. Records will be completed promptly and filed. All records will be retained in a protected safe and secure manner. Access to identifying information in

these records will only be as necessary for the purpose of performing responsibilities under this contract and by personnel interacting directly with consumer.

Appropriate disclosure contained in the records will be consistent with confidentiality rights of all parties involved. This includes the sharing of "need to know" information which may contain but is not limited to diagnoses, testing results, social and behavioral functioning information, and familial information.

2. Place of Service (each site will need to make this specific to their needs/agreement)
Services will be provided in settings appropriate to the consumer's person-centered plan, and may be office-based, school-based, or community-based.

3. Billing Procedures
This Agreement contains no implication of financial responsibility on the part of either institution for the other. Services provided that are eligible for billing will be submitted to those responsible parties according to CMH or other 3rd party billing policy.

4. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

5. Term and Termination
This Agreement shall commence on _____ and shall expire on _____. This Agreement may be early terminated with or without cause by either Sponsor or District upon thirty (30) days prior written notice to the other party. Each party agrees to meet quarterly to evaluate this Agreement and make any adjustments deemed necessary.

The above-mentioned responsibilities and assurances have been agreed upon for all parties involved in the Integrating Mental Health in Schools project:

Date
XXXX Community School District
Superintendent

Date
, CEO
County Community Mental Health