## **COLLABORATIVE AGREEMENT**

# Between [RURAL] Community School District And [INSERT NAME]

The purpose of this collaborative agreement is to ensure the provision, integration and coordination of mental health services for consumers who are mutually served by both organizations.

WHEREAS, the School District is engaged in an effort to integrate and promote mental health in the district;

WHEREAS, the [INSERT NAME], a member of and on behalf of the Medicaid Pre-Paid Health Plan known as the [INSERT NAME], has the required expertise and experience necessary and appropriate to perform certain functions within the scope of this effort;

NOW THEREFORE, the School District and the [INSERT NAME] mutually agree to the following terms of this contract.

## A. School District agrees to do the following:

- 1. Identify and offer students with poor school performance (i.e., attendance, academic achievement, behavior) potentially related to mental health issues early intervention and learning supports.
- 2. Create a school environment that is proactive in promoting mental wellness.
- 3. Train teaching staff on identification of mental health problems and on strategies for addressing barriers to learning.
- 4. Use the agreed upon referral process to refer students to [INSERT NAME] services and/or programming.
- 5. Encourage students/families referred for mental health services to complete release of information authorizations to allow communication between the school and the mental health providers.
- 6. Promote parental involvement in collaboration with mental health providers.
- 7. Integrate a mental health provider into IEP/student assistance teams as needed.
- 8. Designate staff liaisons to work with [INSERT NAME] on referrals.
- 9. Work with [INSERT NAME] providers to establish continuity of care (including support strategies).
- 10. Provide space for on-site consultation and programming.
- 11. Recognize this collaboration as an essential effort toward school implementation of integrating mental health services into the school.
- 12. Participate in quarterly reviews of the effectiveness of this agreement and document any mutually agreed upon adjustments to it.

## B. [INSERT NAME] will do the following:

- 1. Accept referrals from the school district when appropriate and consistent with admissions criteria and the agreed upon referral process.
- 2. Collaborate with the school district on behalf of mutual consumers by encouraging families who work with [INSERT NAME] to complete release of information authorizations allowing [INSERT NAME] to discuss with school personnel the consumer's progress related to their recovery goals.
- 3. May provide on-site consultation, education, screening, assessment, and brief counseling services. Crisis/emergent services will be referred to the [INSERT LOCATION NAME] office if there is a scheduling conflict during the academic year.
- 4. See emergency consumer appointments immediately and disposition will occur within a 2-3 hour time frame. Schedule routine appointments within a 14-day time frame using the ACCESS Center.
- 5. Accept the results of CAFAS assessments administered by the AHC Tiger Health Extension Behavior Specialist providing that he/she has been trained and certified on the administration of this instrument and that he/she has participated in professional development with [INSERT NAME] staff to ensure the reliability and consistency of assessment results.
- 6. Provide feedback to the school district on the resolution of referrals, if authorized by consumer/ parent as applicable.
- 7. Offer education/programming within the school setting (i.e., groups, teaching staff, parents, etc.) upon invitation.
- 8. Designate a staff liaison to work with the school district on student referrals.
- 9. Participate in agency regular, consistent Quality Improvement procedures according to their QI policy. Results will be communicated to the school district as necessary.
- 10. Meet quarterly with the school district liaisons to evaluate the effectiveness of components of this Agreement. Any needed adjustments will be agreed upon by both parties and documented.

# C. Compliance with Assurances

[INSERT NAME] 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, practitioners will provide services only in areas in which they are licensed or credentialed.

#### 2. Liability Insurance

Each practitioner 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 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 to counseling 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.

## 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 HIPAA, FERPA, PRPA 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

Services will be provided in an area on- or off-site based on the particular circumstances of the client.

## 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 [INSERT NAME] Reimbursement/Claims Policy.

#### 4. Governing Law

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

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5. Term and Ter		<i>A</i>

The term of this Agreement is one year from the date of its execution and may continue on a month to month basis until a successor agreement is developed. Agreement may also be terminated with or without cause by either the School District or [INSERT NAME] upon thirty (30) days prior written notice to the other party.

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

[INSERT NAME], Superintendent	[DATE]	
[INSERT NAME] Community Schools		
[INSERT IVAIVIE] Community Schools		
[INSERT NAME], Director	[DATE]	
[INSERT NAME]		